



BRECKENRIDGE TOWN COUNCIL REGULAR MEETING

Tuesday, December 10, 2013; 7:30 PM

Town Hall Auditorium

I	CALL TO ORDER, ROLL CALL	
II	APPROVAL OF MINUTES - NOVEMBER 26, 2013	3
III	APPROVAL OF AGENDA	
IV	COMMUNICATIONS TO COUNCIL	
	A. CITIZEN'S COMMENT - (NON-AGENDA ITEMS ONLY: 3-MINUTE LIMIT PLEASE)	
V	CONTINUED BUSINESS	
	A. SECOND READING OF COUNCIL BILLS, SERIES 2013 - PUBLIC HEARINGS	
	1. COUNCIL BILL NO.47, SERIES 2013 - AN ORDINANCE RATIFYING THE CONVEYANCE OF THE TOWN'S INTEREST IN CERTAIN REAL PROPERTY; AND AUTHORIZING THE GRANTING OF AN EASEMENT (Part Of Parcel A-1, Swans Nest Subdivision - Tiger Run Owners Association)	10
VI	NEW BUSINESS	
	A. FIRST READING OF COUNCIL BILLS, SERIES 2013	
	B. RESOLUTIONS, SERIES 2013	
	1. RESOLUTION NO. 17, SERIES 2013 - A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR LEGAL SERVICES WITH TIMOTHY H. BERRY, P.C. FOR 2014	35
	2. RESOLUTION NO. 18, SERIES 2013 - A RESOLUTION APPROVING AN AGREEMENT FOR MUNICIPAL COURT PROSECUTION SERVICES WITH SPIERER, WOODWARD, CORBALIS & GOLDBERG, P.C. FOR 2014	42
	3. RESOLUTION NO. 19, SERIES 2013 - A RESOLUTION CREATING A TEMPORARY ADVISORY COMMITTEE KNOWN AS THE "TOWN OF BRECKENRIDGE CHILD CARE ADVISORY COMMITTEE"	49
	C. OTHER	
	1. ELECTION COMMISSION APPOINTMENT	54
VII	PLANNING MATTERS	
	A. PLANNING COMMISSION DECISIONS	55
	B. PLANNING COMMISSION REPORT (MS. MCATAMNEY)	
	C. TOWN PROJECT HEARING: WAKEFIELD-SAWMILL INTERPRETIVE SITE	62
VIII	REPORT OF TOWN MANAGER AND STAFF	
IX	REPORT OF MAYOR AND COUNCILMEMBERS	
	A. CAST/MMC (MAYOR WARNER)	
	B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE (MR. BREWER)	
	C. BRC (MR. BURKE)	
	D. MARKETING COMMITTEE (MS. WOLFE)	
	E. SUMMIT COMBINED HOUSING AUTHORITY (MR. DUDICK)	
	F. BRECKENRIDGE HERITAGE ALLIANCE (MR. DUDICK)	
	G. WATER TASK FORCE (MR. GALLAGHER)	

*Report of the Town Manager, Report of Mayor and Council Members; Scheduled Meetings and Other Matters are topics listed on the 7:30 pm Town Council Agenda. If time permits at the afternoon work session, the Mayor and Council may discuss these items. The Town Council may make a Final Decision on any item listed on the agenda, regardless of whether it is listed as an action item.

- H. LANDFILL TASK FORCE (MS. WOLFE)
- I. PUBLIC ART COMMISSION (MR. GALLAGHER)

X OTHER MATTERS

XI SCHEDULED MEETINGS

XII ADJOURNMENT

*Report of the Town Manager, Report of Mayor and Council Members; Scheduled Meetings and Other Matters are topics listed on the 7:30 pm Town Council Agenda. If time permits at the afternoon work session, the Mayor and Council may discuss these items. The Town Council may make a Final Decision on any item listed on the agenda, regardless of whether it is listed as an action item.

TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
Tuesday, November 26, 2013
PAGE 1

1 of 7

CALL TO ORDER, ROLL CALL

Mayor Warner called the meeting of November 26, 2013 to order at 7:41 pm. The following members answered roll call: Mr. Gallagher, Mr. Brewer, Ms. McAtamney, Mr. Burke, Ms. Wolfe and Mayor Warner. Mr. Dudick was absent.

APPROVAL OF MINUTES - NOVEMBER 12, 2013

Mr. Gallagher stated he had one correction to the minutes, which was regarding the order the report will be presented to the Water Commission and the Sanitation District on page 5. With no other changes or corrections to the meeting minutes of November 12, 2013, Mayor Warner declared they would stand approved as corrected.

APPROVAL OF AGENDA

Mr. Gagen stated there were no changes to the agenda. He then noted that the two handouts reflected changes made at work session relative to the budget.

COMMUNICATIONS TO COUNCIL

- A. Citizen's Comment - (Non-Agenda Items ONLY: 3-minute limit please)
Mayor Warner opened Citizen's Comments. There were no Citizen's Comments, and Mayor Warner closed the Citizen's Comments section.
- B. Breckenridge Resort Chamber Update
Mr. John McMahon, Director of GoBreck.com, stated the BRC has taken necessary steps to restructure the board by the changing articles of incorporation, and working through legal issues. Mr. McMahon also stated business is going well, and the season is looking good. He further stated that upcoming events include the Race of the Santas, the Lighting of Breckenridge and the Dew Tour.
- C. Breckenridge Ski Resort Update
Ms. Pat Campbell, COO of Breckenridge Ski Resort, stated the resort is open, the T-Bar opened yesterday, and more lifts and terrain will open this week, including the Beaver Run Superchair. She further stated the Dew Tour load-in has started, and night events are scheduled this year. Also, the Hartford Ski Spectacular starts next week. Ms. Campbell stated that new this year is the live snow stake camera, which allows for transparency in snow reporting. Ms. Campbell stated the focus is on getting Peak 6 open for the holidays and the zipline project is coming to completion. Mr. Burke stated Breckenridge isn't listed in the snow reports on Channel 8, and sometimes Channel 9 as well. Ms. Campbell stated she would look into it.

CONTINUED BUSINESS

- A. Second Reading of Council Bills, Series 2013 - Public Hearings
1. COUNCIL BILL NO. 42, SERIES 2013 - AN ORDINANCE PROVIDING FOR AN INCREASE IN MUNICIPAL WATER USER FEES EFFECTIVE JANUARY 1, 2014
Mayor Warner read the title into the minutes. Mr. Berry stated there were no changes to the Ordinance from the first reading. Mayor Warner opened the public hearing. There were no comments and the public hearing was closed.
Ms. McAtamney moved to approve COUNCIL BILL NO. 42, SERIES 2013 - AN ORDINANCE PROVIDING FOR AN INCREASE IN MUNICIPAL WATER USER FEES EFFECTIVE JANUARY 1, 2014. Mr. Burke seconded the motion.
The motion passed 6 – 0. Mr. Dudick was absent.

TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
Tuesday, November 26, 2013
PAGE 2

2 of 7

2. COUNCIL BILL NO. 43, SERIES 2013 - AN ORDINANCE SETTING THE MILL LEVY WITHIN THE TOWN OF BRECKENRIDGE FOR 2014
Mayor Warner read the title into the minutes. Mr. Berry stated there were no changes to the Ordinance from the first reading. Mayor Warner opened the public hearing. There were no comments and the public hearing was closed.
Mr. Gallagher moved to approve COUNCIL BILL NO. 43, SERIES 2013 - AN ORDINANCE SETTING THE MILL LEVY WITHIN THE TOWN OF BRECKENRIDGE FOR 2014. Ms. McAtamney seconded the motion.
The motion passed 6 – 0. Mr. Dudick was absent.
3. COUNCIL BILL NO. 44, SERIES 2013 - AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO (MCCAIN-ALPINE ROCK PARCELS)
Mayor Warner read the title into the minutes. Mr. Berry stated the Town Charter requires this type of granting of an easement for the public service company and there are no changes to the Ordinance since the first reading. Mayor Warner opened the public hearing. There were no comments and the public hearing was closed.
Mr. Burke moved to approve COUNCIL BILL NO. 44, SERIES 2013 - AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO (MCCAIN-ALPINE ROCK PARCELS). Ms. Wolfe seconded the motion.
The motion passed 6 – 0. Mr. Dudick was absent.
4. COUNCIL BILL NO. 45, SERIES 2013 - AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO (STILLSON SOLAR TRANSFORMER)
Mayor Warner read the title into the minutes. Mr. Berry stated there were no changes to the Ordinance from the first reading. Mayor Warner opened the public hearing. There were no comments and the public hearing was closed.
Ms. McAtamney moved to approve COUNCIL BILL NO. 45, SERIES 2013 - AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO (STILLSON SOLAR TRANSFORMER). Mr. Brewer seconded the motion.
The motion passed 6 – 0. Mr. Dudick was absent.
5. COUNCIL BILL NO. 46, SERIES 2013 - AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO (PUBLIC WORKS YARD GAS AND ELECTRIC LINES)
Mayor Warner read the title into the minutes. Mr. Berry stated there were no changes to the Ordinance from the first reading. Mayor Warner opened the public hearing. There were no comments and the public hearing was closed.
Ms. McAtamney moved to approve COUNCIL BILL NO. 46, SERIES 2013 - AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO (PUBLIC WORKS YARD GAS AND ELECTRIC LINES). Mr. Brewer seconded the motion.
The motion passed 6 – 0. Mr. Dudick was absent.

NEW BUSINESS

- A. First Reading of Council Bills, Series 2013
 1. COUNCIL BILL NO. 47, SERIES 2013 - AN ORDINANCE RATIFYING THE CONVEYANCE OF THE TOWN'S INTEREST IN CERTAIN REAL PROPERTY; AND AUTHORIZING THE GRANTING OF AN EASEMENT (Part of Parcel A-1, Swans Nest Subdivision - Tiger Run Owners Association)

Mayor Warner read the title into the minutes. Mr. Gagen stated this action is a result of the purchase the Town and County made of a piece of property, in which the Town took over the litigation for an easement. He further stated the Town needs to ratify those conveyances so the suit can be resolved.

Mr. Gallagher moved to approve COUNCIL BILL NO. 47, SERIES 2013 - AN ORDINANCE RATIFYING THE CONVEYANCE OF THE TOWN'S INTEREST IN CERTAIN REAL PROPERTY; AND AUTHORIZING THE GRANTING OF AN EASEMENT (Part of Parcel A-1, Swans Nest Subdivision - Tiger Run Owners Association). Ms. Wolfe seconded the motion.
The motion Passed 6 – 0. Mr. Dudick was absent.

B. Resolutions, Series 2013

1. RESOLUTION NO. 15, SERIES 2013 - A RESOLUTION ADOPTING THE 2014 BUDGET AND MAKING APPROPRIATIONS THEREFOR

Mayor Warner read the title into the minutes. He also referenced any motions to approve should refer to the version of the budget handed out at the meeting.

Mr. Gagen explained the budget is made up of the Operations Fund and the Capital Fund. He further stated new funds this year include a Marijuana Fund, a Cemetery Fund, a Cultural and Arts Fund and a Childcare Fund. Funding for the 2014 Childcare Fund will remain the same as in 2013. This year's capital projects include the Masonic Hall renovation, medians coming into town, the arts district project, finishing main street, a skateboard park project, and the F-lot and Tiger Dredge. The Council has agreed to supplement the Marketing Fund with an additional \$500,000 to stay competitive.

Mayor Warner then stated Council was disappointed that Question 2B lost at the last election. However, money is budgeted for 2014, with no revenue stream beyond that. He further stated this council has been very supportive of childcare in the past, and we need the help of the citizens to do more. He then advised the citizens in the audience to vet the election process in April with pro-childcare candidates. Mayor Warner suggested they speak to other members of the public about the childcare message in an effort to engage everyone in the community on this issue and educate them about it.

Mayor Warner opened the Public Hearing.

Ms. Elisabeth Lawrence, Co-Chair of 2B, stated the parents in the audience supported 2B. She further stated Breck is a real town with real families, and she knows the Council is supportive of this cause. Ms. Greta Shackelford and Ms. Martha Maier then spoke on behalf of the childcare centers, stating the less obvious successes of the program include eliminating staff turnover and helping families stay in Breckenridge.

Ms. Nell Bailey, the Board President for Timberline Learning Center, stated this program benefits each of us, whether or not we receive the scholarship. The program means she is able to spend time away from her child and trust the community caregivers. Ms. Bailey works at the Climax Molybdenum Mine and lives in Breckenridge.

Travis Peck, residing at 27 Summer Green, stated his son attends Timberline Learning Center, he receives scholarship dollars, and he feels TLC is incredible. He thanked all the teachers in the room. He further stated Breckenridge is a leader when it comes to doing the

right thing to protect the locals in the community.

Del Diocampo, whose child is at Timberline, stated she works full-time in the ski industry and her husband is a fly fishing guide. She further stated TLC has provided peace-of-mind while she travels and he works. Ms. Diocampo also stated the tourist efforts won't happen without local families, and while she doesn't directly benefit from scholarship dollars, she knows they impact TLC. She also stated her hope is for future Town Councils to continue to have the same priorities.

Kelsey Roberts, a Breckenridge resident, stated she wanted to thank the Council. Her two daughters attend Little Red, she is a teacher at Breckenridge Elementary and her husband is a firefighter at Red White and Blue. She stated she feels it's important to live in the community we serve, and children ages 3 to 7 years are most receptive to early literacy gains. She also stated she is dedicated to early education and to spreading the word about its value.

Anya Blank, who works for the 5th Judicial District, stated her husband works for the Breckenridge Police Department, and they used to need to stagger their work schedules to afford childcare, and were offered a scholarship last year so that they no longer have the need to do that. She also thanked Council for their support of the program.

Tom Lutke, a teacher at Summit High School, thanked Council for its support of the program. He stated he relies on the Carriage House for childcare everyday and appreciates the continued support for the program.

Jessica Drano, who has a child at TLC, stated she wanted to thank the Council and the community. She stated she recognizes the need to reach out to everyone and tell them the actual cost of childcare and let them know what it means to this community.

Karen Cedar stated she was laid off from work, and she believes parents who stay at home don't have an opportunity to access the funds as much as working parents. She also stated some families with kids at home could use the childcare help. Ms. Cedar stated she believes Breckenridge Montessori struggles month-to-month with finances and could use the support of the Childcare Fund.

Mr. Brewer then stated 2B lost by about 75 votes and if each person in the audience got one additional person to vote, it might have passed. Mr. Burke stated he moved here for a "real town" and the resources are here to support this subsidy and the Council just has to have the will to support it. Mayor Warner thanked all citizens for attending, and asked them to embrace the community and convince it childcare is an investment in our future.

Mayor Warner closed the public hearing.

Ms. McAtamney moved to approve RESOLUTION NO. 15, SERIES 2013 - A RESOLUTION ADOPTING THE 2014 BUDGET AND MAKING APPROPRIATIONS THEREFOR. Mr. Gallagher seconded the motion.

The motion Passed 6 – 0. Mr. Dudick was absent.

C. Other

1. MOTION TO CANCEL THE TOWN COUNCIL MEETING ON DECEMBER 24, 2013
Mr. Burke moved to approve a MOTION TO CANCEL THE TOWN COUNCIL MEETING ON DECEMBER 24, 2013. Mr. Gallagher seconded the motion.

The motion passed 6 – 0. Mr. Dudick was absent.

2. MOTION TO AMEND THE TOWN COUNCIL AGENDA TO INCLUDE RESOLUTION NO. 16, SERIES 2013 - A RESOLUTION AMENDING RESOLUTION NO. 8, SERIES 2008, CONCERNING THE NUMBER OF MEMBERS AND THE TERMS OF OFFICE OF THE MEMBERS OF THE TOWN OF BRECKENRIDGE PUBLIC ARTS COMMISSION
Mayor Warner read the title into the minutes. Mr. Berry stated this motion is needed to add the resolution to the agenda.
Ms. McAtamney moved to approve a MOTION TO AMEND THE TOWN COUNCIL AGENDA TO INCLUDE RESOLUTION NO. 16, SERIES 2013 - A RESOLUTION AMENDING RESOLUTION NO. 8, SERIES 2008, CONCERNING THE NUMBER OF MEMBERS AND THE TERMS OF OFFICE OF THE MEMBERS OF THE TOWN OF BRECKENRIDGE PUBLIC ARTS COMMISSION. Mr. Brewer seconded the motion.
The motion passed 6 – 0. Mr. Dudick was absent.
3. RESOLUTION NO. 16, SERIES 2013 - A RESOLUTION AMENDING RESOLUTION NO. 8, SERIES 2008, CONCERNING THE NUMBER OF MEMBERS AND THE TERMS OF OFFICE OF THE MEMBERS OF THE TOWN OF BRECKENRIDGE PUBLIC ARTS COMMISSION
Mayor Warner read the title into the minutes. Mr. Berry stated this Resolution makes changes to the membership number for the Public Arts Commission and the terms of office for those members.
Mr. Burke moved to approve RESOLUTION NO. 16, SERIES 2013 - A RESOLUTION AMENDING RESOLUTION NO. 8, SERIES 2008, CONCERNING THE NUMBER OF MEMBERS AND THE TERMS OF OFFICE OF THE MEMBERS OF THE TOWN OF BRECKENRIDGE PUBLIC ARTS COMMISSION. Mr. Gallagher seconded the motion.
The motion passed 6 – 0. Mr. Dudick was absent.
4. MOTION TO APPOINT ALL FIVE APPLICANTS TO THE PUBLIC ARTS COMMISSION
Mayor Warner asked Council to motion and vote to appoint all five applicants to the Public Arts Commission. Ms. Jenn Cram stated she believes it's good to have so many interested candidates, and the new members will begin serving on the commission in January. The applicants are as follows: Robin Theobald, Gene Sosville, Mara Sobeck, Jennifer Lundin and Rick Hague.
Ms. McAtamney moved to approve MOTION TO APPOINT ALL FIVE APPLICANTS TO THE PUBLIC ARTS COMMISSION. Mr. Burke seconded the motion.
The motion Passed 6 – 0. Mr. Dudick was absent.

PLANNING MATTERS

- A. Planning Commission Decisions
With no request to call an item off the consent calendar, Mayor Warner declared the Planning Commission Decisions would stand approved as presented.
- B. Planning Commission Report (Ms. McAtamney)
Ms. McAtamney stated she attended the meeting and reported on changes to the budget.

REPORT OF TOWN MANAGER AND STAFF

Mr. Gagen stated the Backstage Theater is doing a fundraising campaign as part of their renovation and is looking for feedback on whether naming rights should be part of the campaign. Mr. Burke stated he doesn't believe it's a big enough project for naming rights, and this building has a history with a name that makes sense. Ms. McAtamney agreed with

TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
Tuesday, November 26, 2013
PAGE 6

6 of 7

Mr. Burke. Mayor Warner agreed as well. Mr. Gallagher stated naming rights don't make sense on a year-to-year lease, especially if the use ever changed. Mr. Brewer stated he'd like to support their efforts, and they should leave the door "cracked open" for the opportunity. Council agreed with Mr. Brewer's approach.

REPORT OF MAYOR AND COUNCILMEMBERS

- A. Cast/MMC (Mayor Warner)
Mayor Warner stated there was no report.
- B. Breckenridge Open Space Advisory Committee (Mr. Brewer)
Mr. Brewer stated BOSAC reviewed forest health projects at the last meeting. He further stated there's a map in the BOSAC packet of the areas that will be thinned. The committee also discussed trail maintenance projects.
- C. BRC (Mr. Burke)
Mr. Burke stated he sent the timeline for new board appointees to the Council Members.
- D. Marketing Committee (Ms. Wolfe)
Ms. Wolfe stated there was no report.
- E. Summit Combined Housing Authority (Mr. Dudick)
Mr. Dudick was not present for a report.
- F. Breckenridge Heritage Alliance (Mr. Dudick)
Mr. Dudick was not present for a report.
- G. Water Task Force (Mr. Gallagher)
Mr. Gallagher stated there was no report.
- H. Landfill Task Force (Ms. Wolfe)
Ms. Wolfe stated there is a movement to separate glass from the rest of the recycling, and to separate glass by color for most effectiveness.
- I. Public Art Commission (Mr. Gallagher)
Mr. Gallagher stated there was no meeting. He further stated there is a meeting scheduled for December 6th with representatives from the cultural arts entities, and the new Cultural Arts CEO starts on January 6th.

OTHER MATTERS

Ms. McAtamney stated there is an article in the paper stating we are supporting childcare. Mr. Burke stated it's unfortunate that the opposition wasn't in the audience to see the passion of the parents who attended. Ms. McAtamney stated we do have scholarships for parents who stay at home, and that information needs to be communicated to the public. She further stated the fund has paid off loans for Breck Montessori and supports the Montessori kids with the same scholarship criteria.

Mr. Brewer stated there have been two mountain lion sightings recently: one in Cucumber Gulch, and one on the ridge near French Gulch.

Ms. Kim Dykstra-Dilallo stated Ms. McAtamney will be the chair of the 2014 U.S. Pro Cycling Challenge.

SCHEDULED MEETINGS

ADJOURNMENT

With no further business to discuss, the meeting adjourned at 9:26pm. Submitted by Helen Cospolich, Municipal Services Manager.

ATTEST:

John Warner, Mayor

DRAFT



MEMORANDUM

To: Mayor and Town Council
From: Tim Gagen, Town Manager
Date: December 4, 2013
Subject: *Settlement Agreement with Tiger Run Owners Association Ratification*

This is the same memo as was presented at the November 26th Council Meeting.

The County has reached a settlement agreement with the Tiger Run RV Owners Association in relation to the County and Town joint purchase of 85 Revette Drive. This property, commonly referred to as the property at the entrance of the Tiger Run RV Park, was purchased for open space and this settlement agreement is now before the Town Council for approval of the terms of the agreement.

Background

Earlier this year, the County and Town entered into a purchase agreement with High Country Baptist Church to acquire the property at the NE corner of the entrance of Tiger Run RV Park for the price of \$650,000 split 50/50 for open space. The parcel abuts the Blue River at the Four Mile bridge and was considered an important habitat corridor for wildlife, particularly given the bridge improvements CDOT was doing on Highway 9. In fact, at one point there was discussion of CDOT contributing \$100,000 to assist in the acquisition which ultimately did not happen.

Compounding the acquisition was a threatened lawsuit by Tiger Run RV against the Baptist Church relating to an entry sign and well house on the acquisition parcel. The County as the lead agency in the acquisition opted to close on the property and assumed the responsibility for negotiating a settlement on the lawsuit. After a couple of fits and starts over the last couple of months, the County has arrived at a settlement agreement with the Owners Association. The settlement provides for the granting of easements for the entry sign so it can remain on the property. The settlement also provides the deeding of a parcel that includes the well house to the Owners Association in exchange for a payment to the County and Town of \$50,000, of which \$25,000 is paid within 10 days of approval of the settlement agreement. The remainder would be paid when the Owners Association completes County planning approval for a rezoning to allow an affordable housing unit.

All parties have now approved the settlement agreement which requires Town Council action to approve the conveyance of the well house property and grant of an easement as provided in the agreement and as joint owners of this property. The Town Attorney has prepared the requisite ordinance for your consideration.

1 ***FOR WORKSESSION/SECOND READING – DEC. 10***

2
3 ***NO CHANGE FROM FIRST READING***

4
5 COUNCIL BILL NO. 47

6
7 Series 2013

8
9 AN ORDINANCE AUTHORIZING THE CONVEYANCE OF THE TOWN’S INTEREST IN
10 CERTAIN REAL PROPERTY; AND AUTHORIZING THE GRANTING OF AN EASEMENT
11 (Part of Parcel A-1, Swans Nest Subdivision – Tiger Run Owners Association)

12
13 WHEREAS, the Town of Breckenridge is the co-owner with the Board of County
14 Commissioners of Summit County, Colorado (“**County**”) of the following described real property:

15
16 Parcel A-1, Swan’s Nest Subdivision, County of Summit and State of Colorado

17
18 (“**Property**”)

19 ; and

20
21 WHEREAS, the Town and the County are defendants in the case of *Tiger Run Owners*
22 *Association, a Colorado nonprofit corporation v. Town of Breckenridge, Colorado and the Board of*
23 *County Commissioners of Summit County, Colorado; and All Unknown Persons Who Claim Any*
24 *Interest In The Subject Matter Of This Action*, being Case No. 12CV534 in the Summit County,
25 Colorado District Court; and

26
27 WHEREAS, the Town, the County, and Tiger Run Owners Association, a Colorado
28 nonprofit corporation (“**Tiger Run Owners Association**”) have reached a stipulated settlement to
29 resolve the lawsuit; and

30
31 WHEREAS, the terms of the settlement require the Town and the County to convey to
32 Tiger Run Owners Association a portion of the Property that is known and described in the
33 settlement documents as the “Well Parcel” upon certain terms and conditions; and

34
35 WHEREAS, the settlement further requires the Town and the County to grant a an
36 easement to Tiger Run Owners Association over a portion of the remainder of the Property; and

37
38 WHEREAS, the Town Council has determined that it should take such action as is
39 necessary to implement the Town’s obligations under the terms of the negotiated settlement of
40 the abovedescribed lawsuit; and

41
42 WHEREAS, Section 15.3 of the Breckenridge Town Charter provides that the Town
43 Council may lawfully authorize the conveyance of Town-owned real property by ordinance.
44

1 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
2 BRECKENRIDGE, COLORADO:
3

4 Section 1. The Town Manager is authorized, empowered, and directed to take all necessary
5 and appropriate action to implement and perform the Town’s obligations under the terms of the
6 negotiated settlement of the lawsuit described above, including, but not limited to the following:
7

- 8 1. The execution, acknowledgement, and delivery to the Tiger Run
9 Owners Association of the deed of conveyance for the Town’s
10 interest in the Well Parcel, said deed to be substantially in the form
11 that is marked **“Exhibit “A”**, attached hereto, and incorporated
12 herein by reference;
13
- 14 2. The execution, acknowledgement, and delivery to Tiger Run Owners
15 Association of the Grant of Easement substantially in form that is
16 marked **“Exhibit “B”**, attached hereto, and incorporated herein by
17 reference; and
18
- 19 3. The performance of all other things necessary to the agreed
20 settlement of the abovementioned lawsuit.
21

22 Section 3. The Town Council ratifies and confirms in advance all action taken by the
23 Town Manager pursuant to the authority granted to him by this ordinance. Further, all action
24 previously taken by the Town Manager, the Town Attorney, and all other Town employees with
25 respect to the settlement of the abovedescribed litigation is hereby ratified, confirmed, and
26 approved.
27

28 Section 4. The Town Council finds, determines, and declares that it has the power to
29 adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX
30 of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.
31

32 Section 5. This ordinance shall be published and become effective as provided by Section
33 5.9 of the Breckenridge Town Charter.
34

35 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
36 PUBLISHED IN FULL this ____ day of _____, 2013. A Public Hearing shall be held at the
37 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
38 _____, 2013, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
39 Town.
40

41 TOWN OF BRECKENRIDGE, a Colorado
42 municipal corporation
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46 By _____

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John G. Warner, Mayor

1 ATTEST:

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Helen Cospolich
Town Clerk

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<p>DISTRICT COURT, SUMMIT COUNTY, COLORADO Court Address: 501 N. Park Avenue PO Box 269 Breckenridge CO 80424 Phone Number: (970) 453-1134</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>Plaintiff(s): TIGER RUN OWNERS ASSOCIATION, a Colorado nonprofit corporation</p> <p>v.</p> <p>Defendant(s): TOWN OF BRECKENRIDGE, COLORADO AND THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO; AND ALL UNKNOWN PERSONS WHO CLAIM ANY INTEREST IN THE SUBJECT MATTER OF THIS ACTION</p>	
<p><u>Attorney for Plaintiff:</u> Noah Klug, # 39163 The Klug Law Firm, LLC PO Box 6683 Breckenridge CO 80424-6683 Phone Number: (970) 468-4953 E-mail: Noah@TheKlugLawFirm.com</p> <p>Attorney for Defendants: Richard LiPuma, #17892 LiPuma Law Associates, LLC 1635 Foxtrail Dr. Loveland, CO 80538 Telephone: (970) 776-3292 Email: rlipuma@aol.com</p>	<p>Case No.: 12CV534</p> <p>Division: K</p>
<p>STIPULATION AND SETTLEMENT AGREEMENT</p>	

Plaintiff, Tiger Run Owners Association, a Colorado nonprofit corporation ("**TROA**"), and Defendants, the Town of Breckenridge, Colorado (**the "Town"**) and Board of County

Commissioners of Summit County, Colorado (**the "County"**), by and through their respective counsel, stipulate and agree as follows:

1. The Defendants hold title to certain real property situate in Summit County, Colorado, described as follows:

PARCEL A-1, SWANS NEST SUBDIVISION

also known by street and number as: 85 Revette Drive (CR 317), Breckenridge CO 80424 (**the "Property"**).

2. The parties dispute and have sought determination of their respective right, title and interests in and to the Property.

3. There is a sign with related improvements located on a portion of the Property near the corner of Revette Drive and Highway 9 that serves to identify the Tiger Run RV Park (**the "Sign"**).

4. There is a portion of the Property adjacent to TROA's administrative building on which there is a well and related improvements that provide domestic water to the Tiger Run RV Park (**the "Well Parcel"**). The Well Parcel is described on **Attachment 1**, which is incorporated herein by reference.

5. The Town and County shall convey to TROA, and TROA shall accept, an easement for use, operation and maintenance of the Sign in the form attached as **Attachment 2 (the "Sign Easement")**. Within twenty (20) calendar days after this Stipulation and Settlement Agreement is entered as an order by the court, TROA shall, at its own expense, obtain or otherwise provide to the Town and the County a legal description of the Sign Easement as depicted on Attachment 2. The Town and the County shall thereafter have ten (10) calendar days within which to approve the proposed legal description, approval of which shall not be unreasonably withheld, and to execute the Sign Easement and deliver it to TROA's counsel.

6. Title shall be quieted in TROA to the Well Parcel and title shall be quieted in the Town and County to the remainder of the Property subject to the Sign Easement as against those parties named in this action or with notice hereof.

7. In recognition of TROA's rights in the Well Parcel, the County and Town shall deed by bargain and sale deed the Well Parcel to TROA within ten (10) calendar days after this Stipulation and Settlement Agreement is entered as an order of the court using the form attached as **Attachment 3**. The Parties agree that, absent and further action, the separation of the Well

Parcel from the Property shall be treated as a division of land which may be created by operation of law and by order of the court in this case and which therefore is exempt from any further subdivision approval process pursuant to § 30-28-101(10)(c)(II). Notwithstanding the foregoing, TROA, the Town and County shall diligently and in good faith pursue with Summit County Government the land use approvals ("Approvals") necessary to merge the Well Parcel into TROA's adjacent property via vacating the boundary between the Well Parcel and the TROA "Administrative Parcel." Expenses associated with the Approvals shall be borne by TROA, provided however that such expenses shall not exceed \$3,000. TROA shall cooperate and execute such documents as may be reasonably necessary to obtain the Approvals. The Parties understand and acknowledge that the review process contemplated herein is quasi-judicial in nature, and the County cannot be legally bound to approve or deny such application by any express or implicit obligation or element of this Stipulation and Settlement Agreement. Nothing herein shall be deemed to limit or affect the authority and discretion of the County or otherwise predetermine the outcome of any proposed subdivision or merger.

8. As soon as practicable after this Stipulation and Settlement Agreement is entered as an order of the court, TROA shall apply to the County in accordance with the Summit County Land Use & Development Code to amend the Tiger Run Recreational Resort Planned Unit Development Designation recorded on July 25, 2005, at Rec. No. 795703, in the records of the Clerk and Recorder, Summit County, Colorado (**the "Tiger Run PUD"**) and the Swan's Nest Planned Unit Development Designation recorded on November 5, 1998, at Rec. No. 580133 (**the "Swan's Nest PUD"**) to remove the Well Parcel from the Swan's Nest PUD and to bring the Well Parcel into the Tiger Run PUD as land for employee housing under § 3809.04 of the Development Code and for utility purposes. Expenses associated with the PUD amendments shall be borne solely by TROA. TROA understands and acknowledges that the review process for the proposed rezoning is quasi-judicial in nature and the County is not and cannot be legally bound to make any decision to approve or deny such application by any express or implicit obligation or element of this Stipulation and Settlement Agreement. Nothing herein shall be deemed to limit or affect the authority and discretion of the County or otherwise predetermine the outcome of the proposed rezoning.

9. In consideration of this Stipulation and Settlement Agreement, TROA shall pay the Town and the County, jointly, \$25,000 in good funds within ten (10) calendar days after this Stipulation and Settlement Agreement is entered as an order of the court. Should the County finally approve the proposed rezoning described above, TROA shall pay the Town and the County, jointly, an additional \$25,000 in good funds with ten (10) calendar days following such approval.

10. On or before July 1, 2014, TROA will bring the Sign into compliance with Section 9103 of the Summit County Land Use & Development Code concerning lighting or

illumination of signs. TROA does not require any further land use permit approval for this work; however, any necessary building or electrical permits shall be obtained by TROA.

11. Any party may record in the public records the court order and/or bargain sale deed contemplated by this Stipulation and Settlement Agreement, but not the actual Stipulation and Settlement Agreement or any memorandum thereof. .

12. Upon the court entering this Stipulation and Settlement Agreement as an order, this action will be dismissed with prejudice, all parties to bear their own costs and attorney fees, and the Court will retain jurisdiction only as needed to enforce this Stipulation and Settlement Agreement.

13. Upon the court entering this Stipulation and Settlement Agreement as an order, the parties mutually release and discharge one another from any and all claims they have against each other relating to the Property except for the right to enforce this Stipulation and Settlement Agreement. This general release shall extend to the parties' respective officers, employees, managers, directors, attorneys, successors, and assigns.

14. This Stipulation and Settlement Agreement is entered into for the convenience of the parties in order to avoid the expense and uncertainty of litigation. No party admits liability or wrongdoing of any sort and the same is expressly denied.

15. This Stipulation and Settlement Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against either party because of any breach hereof, or because of any terms, covenants, agreements or conditions contained herein, except as specifically provided for within the Stipulation. Other than as specified herein, this Stipulation and Settlement Agreement is not intended to impose any legal or other responsibility on either party.

16. In the event of litigation to enforce or defend this Stipulation and Settlement Agreement, the prevailing party shall be entitled to costs and attorney fees.

17. The parties will file a joint motion praying that the court approve this Stipulation and Settlement Agreement and enter it as an enforceable order.

18. This Stipulation and Settlement Agreement will bind the parties' successors and assigns. It is intended to run with the land. It may be modified only by a writing signed by all parties or their successors and assigns. Except as expressly provided above, this Stipulation and Settlement Agreement supersedes and replaces all prior agreements and instruments, recorded or

otherwise, by and between the parties and their predecessors, relating to ownership and use of the Property.

19. The undersigned signatories warrant that they have full authority to enter into this Stipulation and Settlement Agreement on behalf of the party for which they are signing.

20. This Stipulation and Settlement Agreement shall be effective following mutual execution by TROA, the Town and the County. It may be executed in counterparts and using electronic signatures.

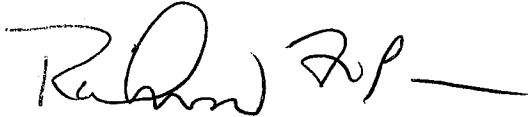
21. Time is of the essence of each and every obligation under this Stipulation and Settlement Agreement.

Signatures appear on the next page.

Tiger Run Owner's Association,
a Colorado nonprofit Corporation

By: _____
Noah Klug, its attorney

Town of Breckenridge, Colorado
Board of County Commissioners of Summit County,
Colorado

By:  _____
Richard LiPuma, their attorney

Attachment 1

ATTACHMENT 1

WELL PARCEL

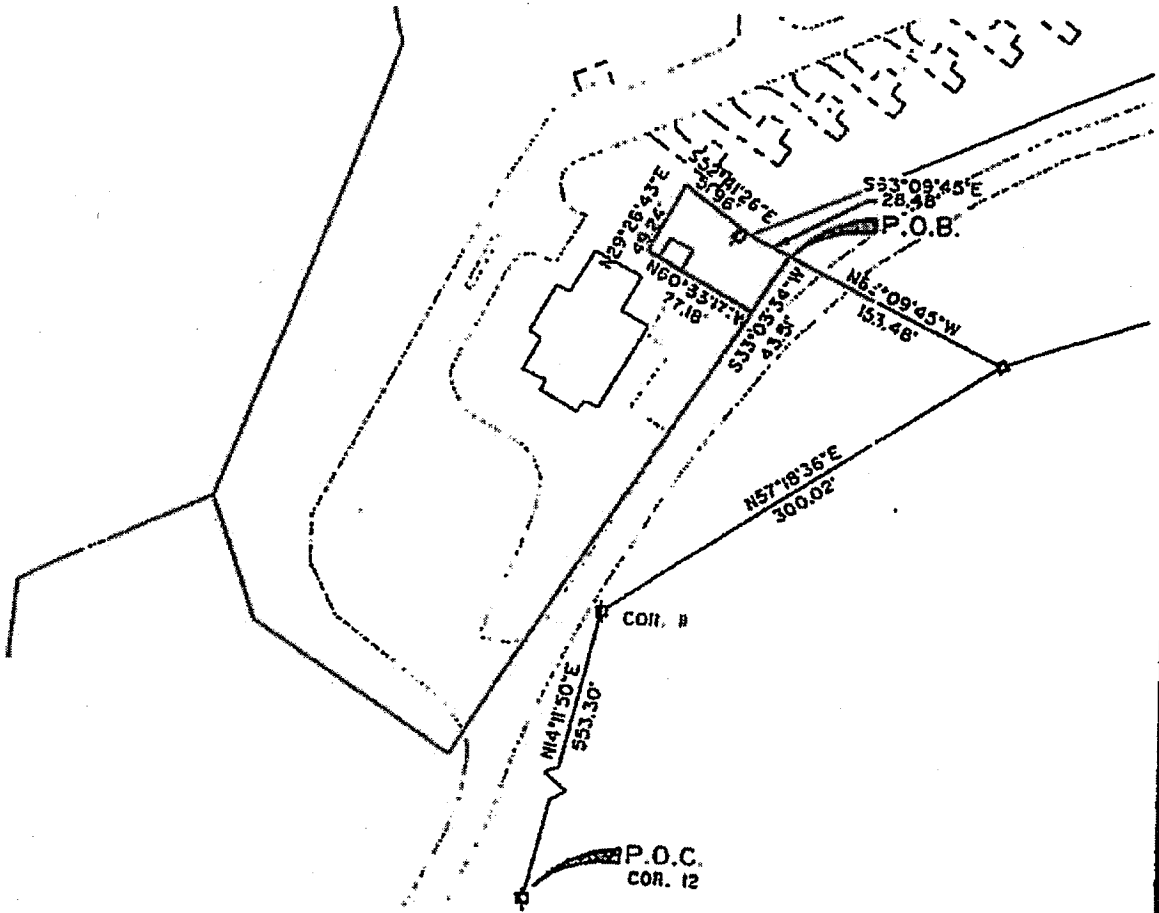
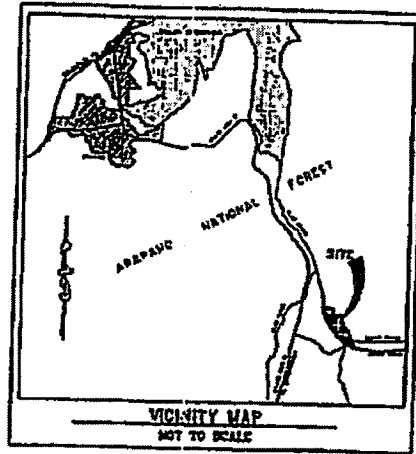
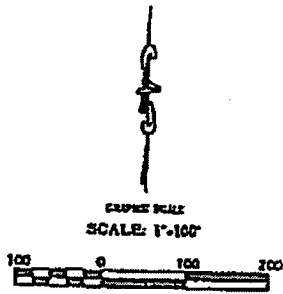
A tract of land located in the SE ¼ of Section 7, Township 6 South, Range 77 West of the 6th P.M., Summit County, Colorado, said tract being more particularly described as follows:

Commencing at Corner No. 12 of the Munroe Placer, U.S. Mineral Survey Number 1150; thence N14° 11'50"E a distance of 553.30 feet to Corner No. 11 of said Monroe Placer, hence N57° 18'36"E a distance of 300.02 feet; thence N63° 09'45"W a distance of 153.48 feet to the true point of beginning of this description;

1. Thence S33° 03'34"W a distance of 43.51 feet;
2. Thence N60° 33'17"W a distance of 77.18 feet;
3. Thence N29° 26'43"E a distance of 49.24 feet;
4. Thence S52° 41'26"E a distance of 51.96 feet;
5. Thence S63° 09'45"E a distance of 28.48 feet to the true point of beginning of this description.

The above tract of land contains 0.08 acres, more or less.

Basis of Bearings is the line between Munroe Placer Corner No. 12 (pin & cap LS 5840) and Munroe Placer Corner No. 11 (pin & cap LS 5840) which is assumed to bear N14°11'50"E.



6721851C:\AD\CC\CO-0115.DWG DR'S 03/11/97

<p>PROJ NO. 8742188</p>	<h2>SWAN'S NEST WELL EASEMENT</h2> <p>EXHIBIT "A"</p> <p><i>A JDT ADW</i></p>	<p>FIGURE 1</p>
-------------------------	---	----------------------------

Attachment 2

GRANT OF EASEMENT
(Sign Parcel)

This GRANT OF EASEMENT is made and entered into this _____ day of _____, 2013, by and between the TOWN OF BRECKENRIDGE, COLORADO whose address is P.O. Box 168, Breckenridge, CO 80424 AND THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO, whose address is P.O. Box 68, Breckenridge, CO 80424 (hereinafter collectively referred to as "Grantor") and the TIGER RUN OWNERS ASSOCIATION, whose address is C/O THE KLUG LAW FIRM, LLC, P.O. Box 6683, Breckenridge, CO 80424 (hereinafter referred to as "Grantee").

WITNESSETH THAT:

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor has this date bargained, conveyed, delivered, transferred and sold, and by these presents does bargain, convey, deliver, transfer and sell to Grantee, its successors and assigns a perpetual easement in the location described and depicted on Exhibit A ("Easement Area") attached and incorporated herein, in, under, and across the real property known generally as Parcel A-1, Swans Nest Subdivision as described in the plat which is recorded at Reception No. 569301 of the records of the Clerk & Recorder of Summit County, Colorado (the "Property"), which shall be known as the "Sign Easement", together with an easement for utilities serving the sign and related improvements over and across the Property in the location depicted on Exhibit A (the "Utility Easement") and an easement for access to the Easement Area over and across the Property from Revette Drive to the Easement Area (the "Access Easement").

2. The easements are granted for the purpose of providing for the continued operation and maintenance of the sign and related improvements located on the Property, together with the full right and authority of Grantee, its successors, licensees, lessees, contractors or assigns and its and their agents and employees to enter at all reasonable times upon the easement premises to repair, remove, replace, reconstruct, inspect, improve, and maintain such sign and related improvements in substantially their current location, design and configuration.

3. The Sign Easement shall be exclusive subject only to rights of third parties existing as of the date of this Grant Of Easement. The Sign Easement may not be relocated without permission by Grantee. The Utility Easement and the Access Easement shall be non-exclusive and may be relocated by Grantor in any manner that does not interfere with the reasonable use of the sign and related improvements.

4. Grantee shall exercise the rights herein granted to it with due care and all damage to any real or personal property occurring hereunder shall be paid for or repaired at the expense of Grantee. Should Grantee disturb the surface of the lands encumbered by this Grant of Easement during the exercise of the rights granted hereunder, Grantee shall restore the surface of the Easement Area and/or the Property to a state that is substantially equivalent to its original

level and condition. Grantee shall revegetate the disturbed surface area with native grasses, and Grantee shall be responsible for restoration of landscaping or any other improvements. Grantee shall bear all costs of ensuring that no infestations of noxious weeds occur on Grantee disturbed areas.

5. Grantee shall indemnify, hold harmless and defend the Grantor, its successors and assigns, from and against any claim or liability including court costs arising from acts or omissions of the Grantee, its officers, employees, agents, contractors or subcontractors, in connection with the use authorized by this Grant of Easement. Grantor does not waive and reserves all protections available under the Governmental Immunity Act, § 24-10-101 C.R.S., et seq., or any other provision of law.

6. In the event Grantee shall abandon its right herein granted or ceases to use the Easement Area for the purpose for which it was intended for a period of two years, all right, title, and interest hereunder of the Grantee shall cease and terminate and Grantor shall hold said premises, as the same may then be, free from the rights so abandoned.

7. Upon the abandonment or other termination of the easement by Grantee, Grantee shall within a reasonable time remove all of its aboveground structures and improvements located on the Property and shall restore the Property to its natural condition, unless otherwise agreed to in writing by the parties.

8. Grantee, its employees, agents, and contractors, shall comply will all applicable laws, rules, regulations, or ordinances in the exercise of any rights granted hereunder.

9. Venue for any dispute regarding this Agreement or the Property shall be proper only in the District Court for Summit County, Colorado.

10. This Easement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against either party because of any breech hereof, or because of any terms, covenants, agreements or conditions contained herein.

GRANTOR:
Summit County Board of County Commissioners

By: _____
Thomas Davidson, Chairman



SCALE: 1" = 80'

LOT 1, TATUM TRACTS
REC. No. 583054

TIGER RUN RESORT
ADMINISTRATION BUILDING
A PORTION OF THE MUNROE
PLACER U.S.M.S. No. 1150

N65°38'58"E 141.50'

S18°30'40"E 83.00'

FOUND REBAR W/ PLAST. CAP, L.S. 10847

S56°52'36"E 149.33'

N33°06'27"E
26.89'

Utility Line
Easement

PARCEL A-1
SWAN'S NEST SUB.

COLORADO STATE HIGHWAY NO. 9

N05°58'52"E 431.80'

S14°15'21"W 376.48'

REVETTE DRIVE

Sign
Easement

12.5'

12.5'

12.5'

12.5'

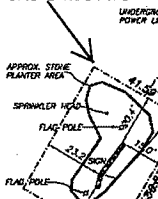
L=157.50' R=5803.86'

L=280.73' R=196.77'

N84°00'06"W

REVETTE DRIVE

Sign
Access
Easement



Attachment 3

COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ___ day of _____, 2013, by Thomas Davidson, as Chairman of the Board of County Commissioners of Summit County, Colorado.

Witness my hand and official seal.

My Commission Expires: _____

Notary Public

STATE OF COLORADO)

) ss.

COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ___ day of _____, 2013, by Timothy J. Gagen, as Manager of the Town of Breckenridge, Colorado

Witness my hand and official seal.

My Commission Expires: _____

Notary Public

ATTACHMENT 1

WELL PARCEL

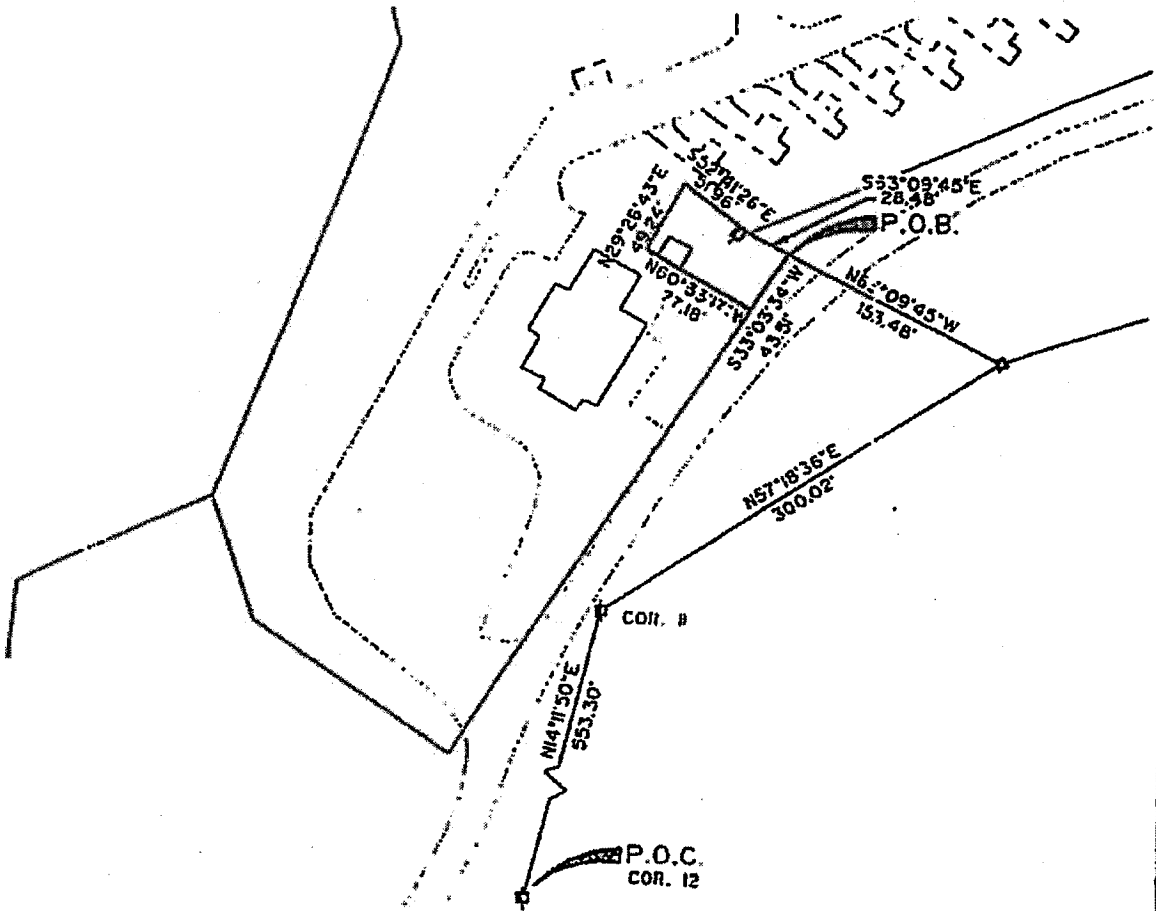
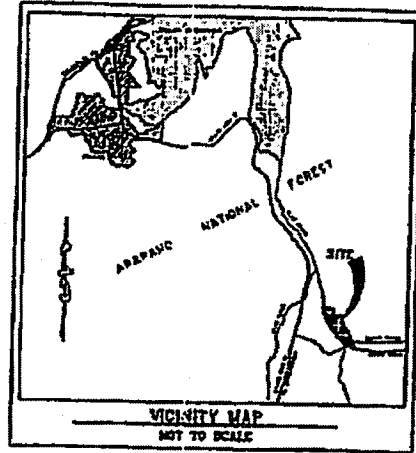
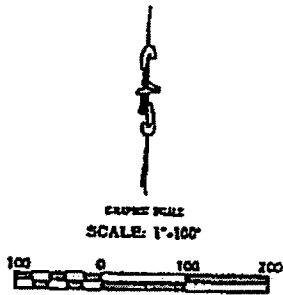
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1. Thence S33° 03'34"W a distance of 43.51 feet;
2. Thence N60° 33'17"W a distance of 77.18 feet;
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The above tract of land contains 0.08 acres, more or less.

Basis of Bearings is the line between Munroe Placer Corner No. 12 (pin & cap LS 5840) and Munroe Placer Corner No. 11 (pin & cap LS 5840) which is assumed to bear N14°11'50"E.



6742186\CA0\UCC\CO-615.DWG DATE 03/11/97

<p>URS Greiner</p> <p>PROJ NO. 6742186</p>	<p>SWAN'S NEST WELL EASEMENT</p> <p>EXHIBIT "A" <i>MDT</i></p>	<p>FIGURE</p> <p>1</p>
---	---	--------------------------------------

TIMOTHY H. BERRY, P.C.

A Professional Corporation
Attorney At Law

P.O. Box 2
Leadville, CO 80461

Telephone (719) 486-1889
Facsimile (719) 486-3039

Timothy H. Berry

November 26, 2013

Town Council
Town of Breckenridge
P.O. Box 168
Breckenridge, Colorado 80424

RE: Proposed 2014 Legal Services Agreements

Dear Mayor Warner and Councilmembers:

It is time for the Council to consider my agreement for 2014.

Enclosed is a proposed agreement. It is identical in substance to the contract that you approved last year.

I look forward to continuing my relationship with the Town. I will be happy to discuss these proposed agreement with you on Tuesday.

Very truly yours,



Timothy H. Berry

THB

1 **FOR WORKSESSION/ADOPTION – Dec. 10**

2
3 RESOLUTION NO. 17

4
5 SERIES 2013

6
7 A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR ATTORNEY
8 SERVICES WITH TIMOTHY H. BERRY, P.C. FOR 2014

9
10 WHEREAS, the Town of Breckenridge desires to enter into a Town Attorney Agreement
11 with Timothy H. Berry, P.C. for 2014;

12
13 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
14 BRECKENRIDGE, COLORADO:

15
16 Section 1. The Town Attorney Agreement with Timothy H. Berry, P.C. for 2014,
17 a copy of which is attached hereto as Exhibit "A" and by this reference made a
18 part hereof, is hereby approved by the Town Council.

19
20 Section 2. The Mayor of the Town of Breckenridge be and hereby is authorized,
21 empowered and directed in the name of the Town of Breckenridge and on behalf
22 of its Town Council to make, execute and deliver the Town Attorney Agreement
23 attached hereto as Exhibit "A".

24
25 RESOLUTION ADOPTED AND APPROVED this 10th day of December, 2013.

26
27
28 ATTEST:

TOWN OF BRECKENRIDGE

29
30
31
32 _____
33 Helen J. Cospolich, Town Clerk

John Warner, Mayor

34
35
36 APPROVED IN FORM

37
38
39
40 _____
41 Town Attorney

Date

TOWN ATTORNEY AGREEMENT

This Agreement (“**Agreement**”) is made and entered into this _____ day of _____ 20____, by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Town**”) and TIMOTHY H. BERRY, P.C., a Colorado corporation (“**Attorneys**”).

WITNESSETH:

1. The Town does hereby employ and retain the Attorneys as Town Attorney for the period commencing January 1, 2014 and ending December 31, 2014. The Attorneys shall perform the services as more fully described in Paragraph 3 of this Agreement.
2. The Attorneys accept such employment and agree to perform the duties required of it as Town Attorney in a competent and professional manner.
3. The Attorneys are hired to, and shall perform, the following duties:
 - A. Act as legal advisor to, and be the attorney and counsel for, the Town Council.
 - B. Advise any Town officer, department head or staff member in matters relating to his or her duties. To facilitate the performance of this duty, Timothy H. Berry, President of Attorneys, shall be available in the Town Hall offices from 9:00 a.m. to 4:30 p.m. each Tuesday, except on those Tuesdays when Timothy H. Berry is to attend a Town Council or Planning Commission meeting, in which event he shall be available until the conclusion of such meeting.
 - C. Prepare and review ordinances, contracts and other written instruments when requested by the Town Council, municipal officials or staff members and promptly give its opinion as to the legal consequences thereof.
 - D. Call to the attention of the Town Council, municipal officials and staff members all matters of law, and changes and developments therein, which affect the Town.
 - E. Have Timothy H. Berry attend all regular and special meetings of the Town Council.
 - F. Have Timothy H. Berry attend regular and special Town Planning Commission meetings when requested to do so by the Town staff or the Planning Commission.
 - G. Have Timothy H. Berry attend meetings of the Breckenridge Open Space Advisory Commission when requested to do so by the Town staff or the Open Space Advisory Commission.
 - H. Have Timothy H. Berry attend meetings of the Town’s Liquor Licensing Authority when requested to do so by the Town staff or the Liquor Licensing Authority.

2014 TOWN ATTORNEY AGREEMENT

- I. Unless otherwise directed by the Town Council, the Attorneys shall represent the Town in any litigation in state or federal courts or before administrative agencies.
4. As compensation for the services to be provided by the Attorneys as set forth in Paragraph 3, the Town shall pay the Attorneys the sum of \$160.00 per hour for each hour of time, whether litigation or non-litigation, expended by Timothy H. Berry (whether in the Towns offices or the Attorneys' offices). Attorneys shall also be reimbursed for all reasonable and necessary expenses which it may pay or incur on behalf of the Town in connection with litigation matters including, but not limited to, the cost of subpoenas, witness fees and photocopying costs incurred outside of Attorneys' office. Computerized legal research services performed for the Town shall be billed to the Town at the same rate paid by the Attorney for such services. The Attorneys shall submit to the Town on a monthly basis an itemized billing detailing all services performed for the Town during the preceding month. The Attorneys' monthly statement for services rendered shall be mailed to the Town on or before the first day of each month and shall be paid by the Town not later than the 15th day of each month.
5. Notwithstanding the provisions of Paragraph 4 of this Agreement, legal services performed by the Attorneys for the Town which are to be reimbursed by third parties (such as real estate developers or property owners) shall be billed at the rate of \$220.00 per hour. Such services shall be separately billed and accounted for as directed by the Financial Services Manager of the Town.
6. The Attorneys shall not bill the Town for travel time to and from Attorneys' Leadville office and Breckenridge. In lieu thereof, the Town shall pay to the Attorneys a mileage allowance of \$0.25 per mile round trip for each regularly scheduled trip made on Town business by Attorneys.
7. The Attorneys shall at all times maintain professional liability insurance in an amount of not less than \$1,000,000.00 per claim/\$ 1,000,000.00 yearly aggregate.
8. The Attorneys shall not be entitled to paid vacation, health benefits, sick leave or any other benefit paid, given or provided to Town employees.
9. The Attorneys understands that (i) Town will not pay or withhold any sum for income tax, unemployment insurance, Social Security or any other withholding pursuant to any law or requirement of any governmental body; (ii) Attorneys are obligated to pay federal and state tax on any moneys earned pursuant to this Agreement; (iii) Attorneys are not entitled to workers' compensation benefits from the Town or the Town's workers' compensation insurance carrier; and (iv) Attorneys are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Attorneys or some other entity. Attorneys agree to indemnify and hold Town harmless from any liability resulting from Attorneys' failure to pay or withhold state or federal taxes on the compensation paid hereunder

2014 TOWN ATTORNEY AGREEMENT

10. The Attorneys shall devote so much of the firm's time to the business of the Town as may be required to assure proper representation of the Town, but the Attorneys shall not be prevented from taking other employment by reason of this Agreement; provided, however, that the Attorneys shall not enter into other contractual or business relationships, nor undertake to represent a client, when such contract, business relationship or representation would create a conflict of interest as to Attorneys' continued representation of Town.
11. The Attorneys understand and acknowledge that the firm serves at the pleasure of the Town Council, and that this Agreement may be terminated at any time by the Town Council, without liability to the Attorneys for breach, and without the need for either cause for the termination or a hearing.
12. Throughout the extended term of this Agreement, Attorneys shall not:
 - A. knowingly employ or contract with an illegal alien who will perform work under this Agreement; or
 - B. enter into a contract with a subcontractor that fails to certify to Attorneys that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Attorneys have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Colorado Department of Labor and Employment employment verification program. As used in this provision: (i) the term "E-Verify Program" means the electronic employment verification program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program; and (ii) the term "Colorado Department of Labor and Employment employment verification program" means the program established by Section 8-17.5-102(5)(c), C.R.S.

Attorneys are prohibited from using E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while this Agreement is being performed.

If Attorneys obtain actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Attorneys shall:

- A. notify such subcontractor and the Town within three days that Attorneys has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

- B. terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not stop employing or contracting with the illegal alien; except that Attorneys shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Attorneys shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

If Attorneys violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. or this Section 12, the Town may terminate this Agreement for a breach of the contract. If this Agreement is so terminated, Attorneys shall be liable for actual and consequential damages to the Town.

- 13. The Town shall contract with another attorney or law firm to handle the prosecution of municipal ordinance violations in the Town’s Municipal Court, and appeals from the judgments of such court. Such services are excluded from this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
John G. Warner, Mayor

ATTEST:

Helen Cospolich
Town Clerk

TIMOTHY H. BERRY, P.C., a Colorado
corporation

By: _____
Timothy H. Berry, President



SPIERER | WOODWARD | CORBALIS | GOLDBERG

Reply to Colorado Office:
2 Inverness Drive East
Suite 200
Englewood, CO 80112
Telephone: (303) 792-3456
Direct: (720) 274-8307
Facsimile: (303) 792-9092
Email: seth.murphy@practicallawyer.com

Attorneys At Law
A Professional Corporation
www.practicallawyer.com

November 27, 2013

California Office:
707 Torrance Boulevard
Suite 200
Redondo Beach, CA 90227-3400
Telephone: (310) 540-3199
Facsimile: (310) 316-1823

Mayor John Warner
Breckenridge Town Council
Via Hand Delivery

**Re: BRECKENRIDGE MUNICIPAL COURT
PROSECUTOR LEGAL SERVICES**

Mayor Warner:

I am writing to express my interest, once again, in serving as the prosecutor in the Breckenridge Municipal Court. My current annual contract with the Town expires on December 31, 2013, and I have submitted a proposed contract for year 2014 with this letter. Under that proposed contract, my rate of pay (\$105 per hour) remains the same from year 2013, and I made no other significant changes to the content of my prior contract.

I greatly enjoy serving as the Municipal Court prosecutor and the interaction it brings with Court, Police Department, Community Development and other Town Staff, and being involved in the Town's justice system is rewarding, interesting, and often entertaining. As such, I would love to be able to continue to serve in that position through 2014 and beyond.

I generally attend the worksession and meeting where my reappointment is considered, but this year I am already scheduled to be in an all-day court hearing, so I won't be able to make it. However, please do not hesitate to call with any questions or concerns.

Thank you.

Sincerely,

Seth Murphy

1 **FOR WORKSESSION/ADOPTION – Dec. 10**

2
3 RESOLUTION No. 18

4
5 SERIES 2013

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7
8
9 A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR ATTORNEY
10 SERVICES WITH SPIERER, WOODWARD, CORBALIS & GOLDBERG FOR 2014

11
12
13 WHEREAS, the Town of Breckenridge desires to enter into a Municipal Court
14 Prosecutor agreement with SPIERER, WOODWARD, CORBALIS & GOLDBERG for 2014;

15
16 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
17 BRECKENRIDGE, COLORADO:

18
19 Section 1. The Municipal Court Prosecutor agreement for 2014, a copy of which
20 is attached hereto as Exhibit "A" and by this reference made a part hereof, is
21 hereby approved by the Town Council.

22
23 Section 2. The Mayor of the Town of Breckenridge is authorized, empowered
24 and directed in the name of the Town of Breckenridge and on behalf of its Town
25 Council to make, execute and deliver the Municipal Court Prosecutor Agreement
26 attached hereto as Exhibit "A".

27
28 RESOLUTION ADOPTED AND APPROVED this 10th day of December, 2013.

29
30
31 ATTEST:

TOWN OF BRECKENRIDGE

32
33
34 _____
35 Helen J. Cospolich, Town Clerk

John G. Warner, Mayor

36
37
38 APPROVED IN FORM

39
40
41 _____
42 Town Attorney

Date

MUNICIPAL COURT PROSECUTOR AGREEMENT

This Agreement ("Agreement") is made and entered into this _____ day of _____, 20____, by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("Town") and SPIERER, WOODWARD, CORBALIS & GOLDBERG, P.C., a California professional corporation ("Attorneys").

WITNESSETH:

1. The Town does hereby employ and retain the Attorneys to act as the prosecutor in the Town's Municipal Court ("Prosecutor") for the period commencing January 1, 2014 and ending December 31, 2014. The Attorneys shall perform the services as more fully described in Paragraph 3 of this Agreement.
2. The Attorneys accept such employment and agree to perform the duties required of it as Prosecutor in a competent and professional manner.
3. The Attorneys are hired to, and shall perform, the following duties:
 - A. Prosecute all matters brought in the Town's Municipal Court ("Municipal Court"), including having Seth Murphy, or another competent prosecuting attorney, appear on behalf of the Town in each session of the Municipal Court, which sessions are generally scheduled on the second and fourth Wednesday of each month, with additional sessions scheduled as required by the Municipal Court's schedule.
 - B. Unless otherwise requested by the Town, represent the Town in any appeals of Municipal Court matters.
 - C. Advise any Town officer, department head or staff member in matters relating to Municipal Court.
 - D. Have Seth Murphy attend Town Council or other Town meetings when requested to do so by the Town Council or Town staff.
4. As compensation for the services to be provided by the Attorneys as set forth in Paragraph 3, the Town shall pay the Attorneys the sum of \$105.00 per hour for each hour expended by Seth Murphy on matters related to the Municipal Court. Attorneys shall also be reimbursed for all reasonable and necessary expenses which it may pay or incur on behalf of the Town in connection with Municipal Court matters including, but not limited to, the cost of subpoenas, witness fees and photocopying costs incurred outside of Attorneys' office. Computerized legal research services performed for the Town shall be billed to the Town at the same rate paid by the Attorneys for such services. The Attorneys shall submit to the Town on a monthly basis an itemized billing detailing all services performed for the Town during the preceding month. The Attorneys' monthly statement for services rendered shall be mailed to the

2014 MUNICIPAL COURT PROSECUTOR
FEE AGREEMENT

Town on or before the fifth day of each month and shall be paid by the Town not later than the 15th day of each month.

A. Attorneys shall also be reimbursed the cost of employing, as an independent contractor or otherwise, an assistant for the Attorneys for Municipal Court matters. Such person shall assist Attorneys in preparing general court filings, contacting witnesses and victims, management of victim restitution and other victim input matters, and other matters relating to the Municipal Court. The Town's reimbursement for such assistant shall be at a rate not to exceed \$25.00 per hour, and such expense shall be submitted with the Attorneys' monthly itemized billing.

5. The Attorneys shall not bill the Town for travel time to and from the Municipal Court. In the event that any other travel is required as part of Attorneys' duties, such travel shall be billed at the hourly rate set forth above.

6. The Attorneys shall at all times maintain professional liability insurance in an amount of not less than \$1,000,000.00 per claim/\$1,000,000.00 yearly aggregate.

7. The Attorneys shall not be entitled to paid vacation, health benefits, sick leave or any other benefit paid, given or provided to Town employees.

8. The Attorneys understands that (i) Town will not pay or withhold any sum for income tax, unemployment insurance, Social Security or any other withholding pursuant to any law or requirement of any governmental body; (ii) Attorneys are obligated to pay federal and state tax on any moneys earned pursuant to this Agreement; (iii) Attorneys are not entitled to workers' compensation benefits from the Town or the Town's workers' compensation insurance carrier; and (iv) Attorneys are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Attorneys or some other entity. Attorneys agree to indemnify and hold Town harmless from any liability resulting from Attorneys' failure to pay or withhold state or federal taxes on the compensation paid hereunder.

9. The Attorneys shall devote so much of the firm's time to the business of the Town as may be required to assure proper representation of the Town, but the Attorneys shall not be prevented from taking other employment by reason of this Agreement; provided, however, that the Attorneys shall not enter into other contractual or business relationships, nor undertake to represent a client, when such contract, business relationship or representation would create a conflict of interest as to Attorneys' continued representation of Town.

10. The Attorneys understand and acknowledge that the firm serves at the pleasure of the Town Council, and that this Agreement may be terminated at any time by the Town Council, without liability to the Attorneys for breach, and without the need for either cause for the termination or a hearing.

11. Throughout the extended term of this Agreement, Attorneys shall not:

2014 MUNICIPAL COURT PROSECUTOR
FEE AGREEMENT

A. knowingly employ or contract with an illegal alien to perform work under this Agreement; or

B. enter into a contract with a subcontractor that fails to certify to Attorneys that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Attorneys have verified or have attempted to verify through participation in the Federal Basic Pilot Program that Attorneys do not employ any illegal aliens; and if Attorneys are not accepted into the Federal Basic Pilot Program prior to the extension of the term of this Agreement, Attorneys shall apply to participate in the Federal Basic Pilot Program every three months thereafter, until Attorneys are accepted or this Agreement has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Federal Basic Pilot Program is discontinued.

Attorneys are prohibited from using Federal Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

If Attorneys obtain actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Attorneys shall:

A. notify such subcontractor and the Town within three days that Attorneys have actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

B. terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not stop employing or contracting with the illegal alien; except that Attorneys shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Attorneys shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

If Attorneys violate any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. or this Section 13, the Town may terminate this Agreement for a breach of the contract. If this Agreement is so terminated, Attorneys shall be liable for actual and consequential damages to the Town.

12. Attorneys may contract with another qualified attorney to act as a substitute prosecutor in the event that Seth Murphy is unavailable to attend any Municipal Court session. The Attorneys shall pay such substitute prosecutor directly at the hourly rate set forth in this Agreement, and the Town shall reimburse Attorneys for such costs.

2014 MUNICIPAL COURT PROSECUTOR
FEE AGREEMENT

[SIGNATURE PAGE FOLLOWS]

2014 MUNICIPAL COURT PROSECUTOR
FEE AGREEMENT

Page 4 of 5

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

ATTEST:

TOWN OF BRECKENRIDGE

Town Clerk

John Warner, Mayor

SPIERER, WOODWARD, CORBALIS
& GOLDBERG, P.C.

By: Seth Murphy, Attorney

MEMO

TO: Breckenridge Town Council

FROM: Laurie Best-Community Development

RE: Childcare Oversight/Governance
A RESOLUTION CREATING A TEMPORARY ADVISORY COMMITTEE KNOWN AS THE "TOWN OF BRECKENRIDGE CHILDCARE ADVISORY COMMITTEE"

DATE: December 3, 2013 (for December 10th meeting)

Enclosed in your packets is a resolution which establishes a Childcare Advisory Committee. On August 27, 2013 the Council approved an Ordinance that would have created an independent board to oversee the scholarship program in the event the Town's childcare tax had passed on November 5th. Since the property tax did not pass, that Ordinance will not take effect. The Council has indicated that a committee should still be established to provide guidance regarding childcare programs and this resolution formally establishes a Childcare Advisory Committee, which is modeled after the Public Art Committee. The resolution also establishes the general structure for the committee and basic rules governing the committee's operation, including:

- the committee is established as a temporary advisory committee which means the committee can be dissolved by the Town Council when and if the functions and duties are complete
- the members of the committee must be appointed by the Council and need not be residents or electors of the Town
- the committee shall consist of up to 10 members
- not more than one member of the Town Council (not the Mayor) may be a member of the committee
- terms shall be three years and members of the committee shall serve without compensation- the initial terms will be staggered
- the duties of the committee will be to provide guidance to the Town regarding childcare programs and funding, and to perform other functions related to childcare programs and funding as delegated by the Council
- committee meetings shall be subject to open meeting laws and requirements

Even though the Council has authorized funds for the scholarship program in 2014 staff believes that it is important to establish the committee as soon as possible so the committee can contribute to 2015 budget conversations which start in mid-2014. Our goal is to advertise for

members in December and schedule interviews with the Council during your January 14th meeting. It is staffs' understanding that the committee will be asked to help the Council:

- 1) Insure that quality affordable care is available to local families and the local workforce
- 2) Insure that local Centers are operating efficiently, providing quality programs, and retaining qualified staff. Insure that local Centers have financially sustainable business models, balanced budgets, and capital expense funds. Make recommendations to improve efficiencies -evaluate the feasibility of central administration
- 3) Evaluate the pros and cons of the existing scholarship model and make recommendations to continue, modify, or discontinue the program
- 4) Evaluate options for funding childcare programs in the short term (2015) and for the long term. Explore opportunities to partner with other public and private stakeholders, including the school district
- 5) Oversee the Towns' childcare programs and make recommendations in regard to program guidelines, eligibility criteria, and efficient administration of the programs
- 6) Educate the community in regard to the Towns' childcare programs, including the return on investment and cost/benefits of the program

The composition and size of the initial committee will be important to accomplishing these tasks. While the Council can appoint up to 10 members, staff recommends a smaller committee of 7 be established initially and then members can be added as necessary based on the projects that are undertaken. Staff anticipates that the committee will meet monthly beginning in February and recommends that the committee include experts in the field of childcare, in finance, social services, K-12 education, and from the Breckenridge business community.

Staff will attend your meeting on December 10th. We recommend approval of the Resolution to establish the Childcare Advisory Task Force and we look forward to your feedback regarding the proposed structure of the committee, the initial tasks, and the committee composition. Thank you.

1 B. A vacancy on the Committee shall exist upon the occurrence of any of the
2 following events:

- 3 1. a member's term expires;
- 4 2. a member resigns;
- 5 3. a member is removed by the Town Council pursuant to Section 2 of this
6 resolution;
- 7 4. a member dies; or
- 8 5. a member misses three consecutive meetings of the Committee, or five
9 meetings of the Committee in any twelve month period, regardless of whether
10 such meetings are regular or special meetings. However, within 15 days of
11 missing the meeting which causes the vacancy to occur the member may submit
12 to the Town Council a written request to be retained on the Committee. The
13 Town Council shall have the authority to retain a member who demonstrates
14 good and sufficient cause for retention. Upon receipt of the member's timely
15 written request, the Town Council, at its next regular meeting, shall determine
16 whether retain the member on the Committee.

17
18 C. In the event that a vacancy shall occur during the term of any appointed member
19 of the Committee, a successor shall be appointed by the Town Council to serve the unexpired
20 portion of the term.

21
22 Section 4. Compensation. Members of the Committee shall serve without compensation.

23
24 Section 5. Duties and Responsibilities. The Committee shall have the following duties
25 and responsibilities:

- 26 1. To provide guidance to the Town regarding childcare programs and funding;
27 and
- 28 2. To perform such other functions and duties regarding childcare programs and
29 funding as may, from time to time, be delegated by the Town Council, or which
30 are provided for by Town ordinance or resolution.

31
32 Section 6. Operation. The Committee shall elect a chair and a vice-chair from its
33 members, together with such other officers as the Committee shall deem appropriate. The
34 Committee shall keep an electronic record of its meetings and shall further keep written minutes
35 thereof as required by the Colorado Open Meetings law. A majority of the current members of
36 the Committee shall constitute a quorum for the transaction of business.

37
38 Section 7. Meetings. The Committee shall meet at Town Hall, or such other location
39 within the Town as the Committee shall determine. The Committee shall meet on such dates as
40 the Committee may determine. All meetings of the Committee shall be subject to the same open
41 meeting laws and requirements as are applicable to the meetings of the Town Council.

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Section 8. Rules and Regulations. The Committee may adopt rules and regulations governing its operation; provided, however, that no such rule or regulation, or any amendment thereto, shall become effective until such rule, regulation or amendment has been approved by the Town Council.

Section 9. Effective Date. This resolution is effective upon adoption.

RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2013.

TOWN OF BRECKENRIDGE

By _____
John G. Warner, Mayor

ATTEST:

Town Clerk

APPROVED IN FORM

Town Attorney Date

M E M O R A N D U M

TO: Mayor & Town Council
FROM: Helen Cospolich, Town Clerk
DATE: November 26, 2013
SUBJECT: Appointment of Election Commission Members

Section 3.5 of the Breckenridge Town Charter establishes an Election Commission, consisting of the Town Clerk and two electors of the Town. In addition, the Charter specifies that in May, following a regular Town election, the Council shall appoint two electors to the Election Commission by motion. By Charter, appointments are for a two-year term. However, since Commissioners were not appointed after the last municipal election in 2012 due to a timing issue, the current appointees will only serve through the April 1, 2014 election.

Some duties of the Election Commission include:

- providing procedures to establish proof of residency;
- providing procedures to be followed when an election procedure is in doubt; and
- determination of a winner by lot in the event of a tie vote.

One of our past Election Commissioners, Patti Casey, has graciously consented to serve for another term on the Commission. Jan Radosevich, a Breckenridge resident, is a former Head Election Judge for the Town of Breckenridge and has volunteered to be part of this commission for 2014. These names are submitted to you for your consideration.

Staff requests that Council consider these appointments and advise staff of their decision at our 12/10/13 Work Session. Any required motions can then be made at that evening's meeting.

Sample motion to appoint: "I move that the Town Council appoint Jan Radosevich and Patti Casey to two-year terms on the Breckenridge Election Commission."

MEMORANDUM

To: Town Council

From: Peter Grosshuesch, Director of Community Development

Date: December 4, 2013

Re: Planning Commission Decisions of the December 3, 2013, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF December 3, 2013:

CLASS C APPLICATIONS:

- 1) The River Villa (SG) PC#2013101, 13 Riverwood Drive
Construction of a new single family residence with 4 bedrooms, 4.5 bathrooms, 3,935 sq. ft. of density and 4,894 sq. ft. of mass for a F.A.R. of 1:6.42. Approved.
- 2) Xcel Breaker House Addition (JP) PC#2013108, 562 Wellington Road
Construction of a 530 sq. ft. addition to existing 620 sq. ft. concrete masonry block structure which houses the breaker banks for the substation. Approved.
- 3) Columbia Lode Single Family (MGT) PC#2013110, 42 Luisa Drive
Construction of a new single family residence with 6 bedrooms, 6.5 bathrooms, 5,068 sq. ft. of density and 5,983 sq. ft. of mass for a F.A.R. of 1:4.89. Approved.
- 4) Boeke-Gerard Residence (MGT) PC#2013107, 66 Long Ridge Drive
Construction of a new single family residence with 3 bedrooms, 3 bathrooms, 2,658 sq. ft. of density and 3,360 sq. ft. of mass for a F.A.R. of 1:7.81. Approved.

CLASS B APPLICATIONS:

None.

CLASS A APPLICATIONS:

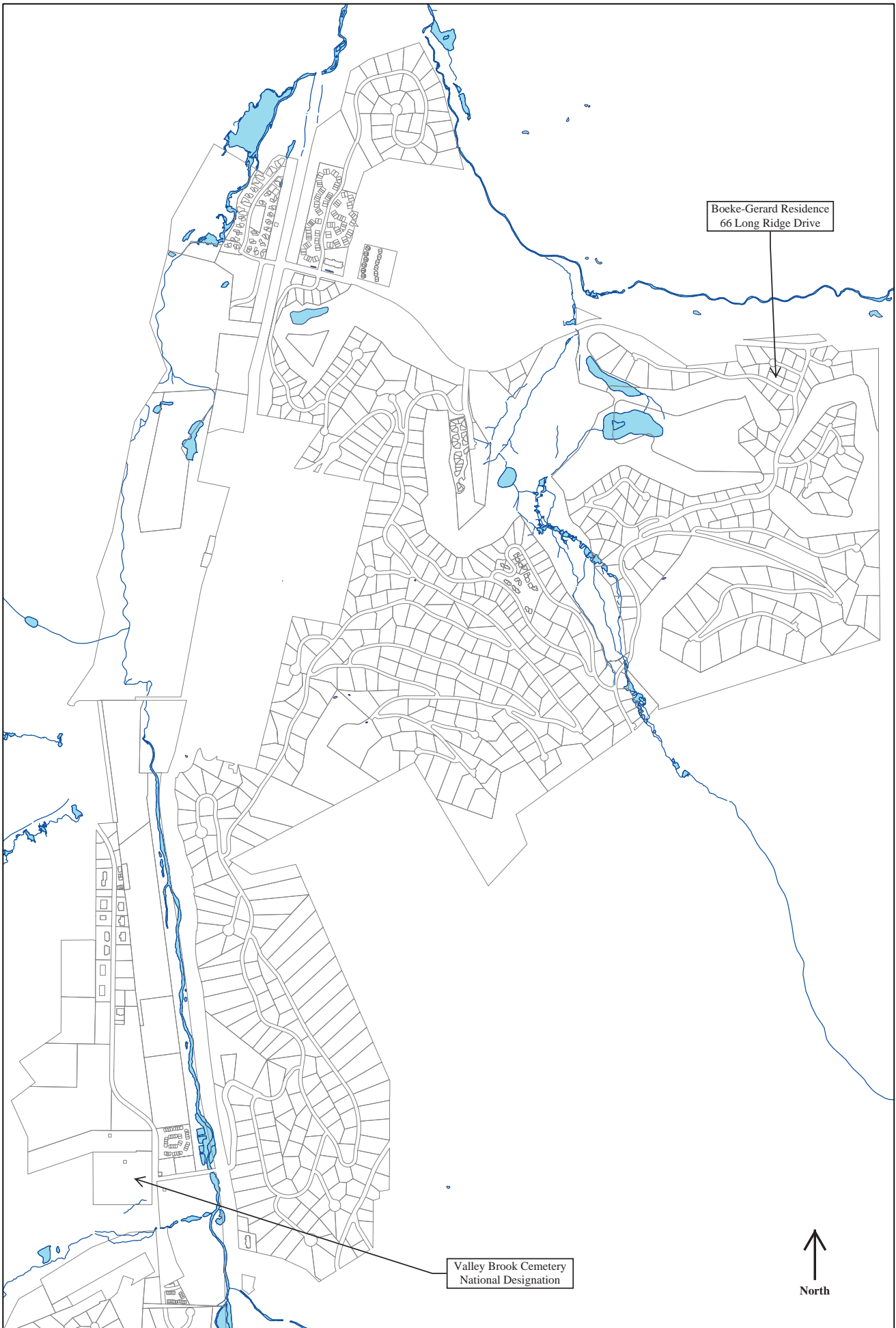
None.

TOWN PROJECT HEARINGS:

- 1) Wakefield Sawmill Interpretive Site (CK) PC#2013109, Boreas Pass Road
Two phase project to include: regrading the existing driveway, leaving it as a gravel driveway, adding 6 parking spaces, creating soft surface pedestrian pathways (Phase I, 2014); restoring the original sawmill, constructing a protective open shelter to cover the restored sawmill, installing interpretive outdoor signs, and creating a foot bridge to the site's existing historic cabin (Phase II, 2015). Recommended for approval by the Town Council, despite not passing the point analysis due to failing Policy 18/A (Parking).

OTHER:

- 1) Valley Brook Cemetery National Designation (LB)
Recommendation by the Commission that the Chair of the Breckenridge Planning Commission sign the State Review Form to support the nomination of the Valley Brook Cemetery for listing on the National Register.



Boeke-Gerard Residence
66 Long Ridge Drive

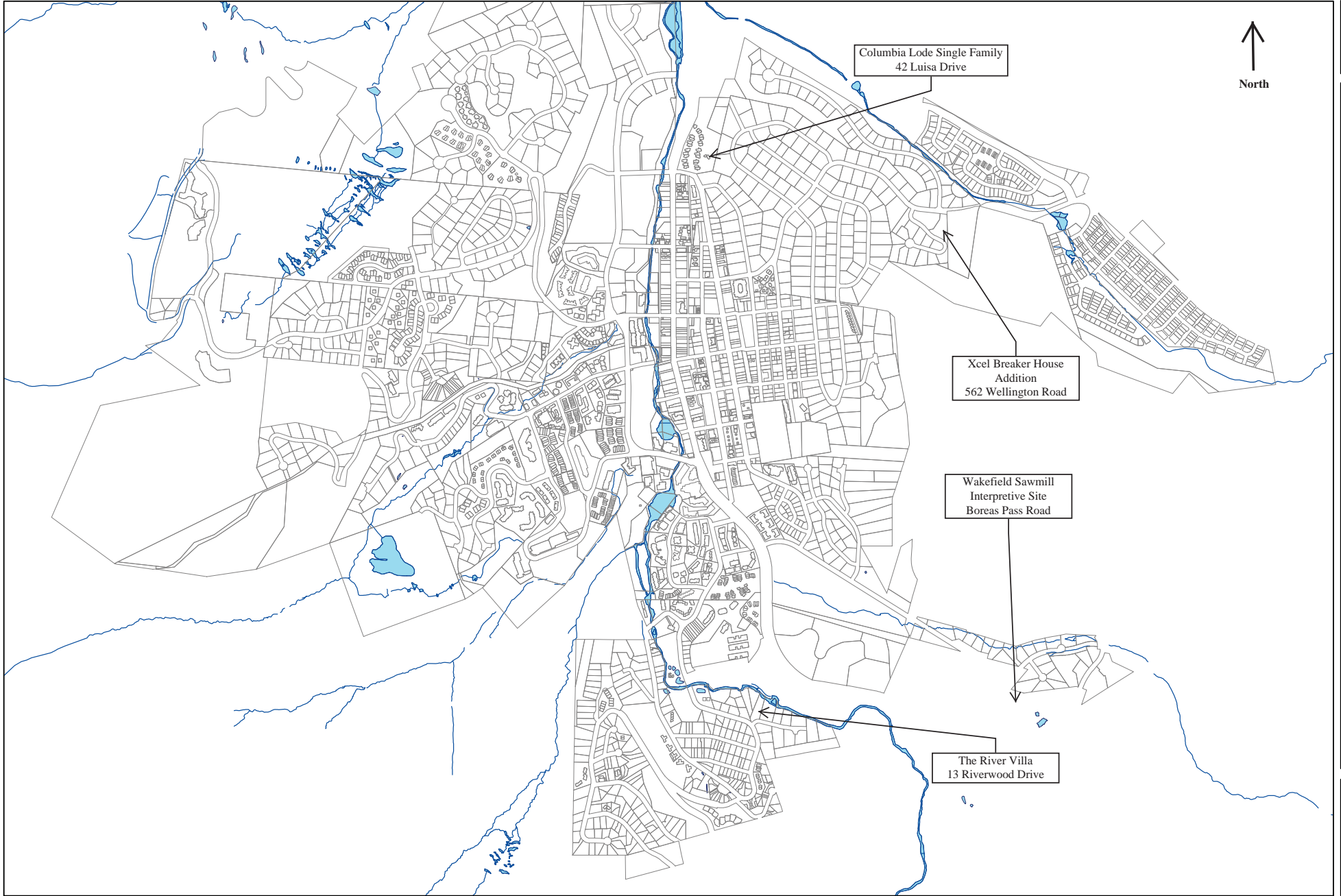
Valley Brook Cemetery
National Designation



Breckenridge North

Town of Breckenridge and Summit County governments assume no responsibility for the accuracy of the data, and use of the product for any purpose is at user's sole risk.

not to scale



not to scale

Breckenridge South

Town of Breckenridge and Summit County governments assume no responsibility for the accuracy of the data, and use of the product for any purpose is at user's sole risk.



PLANNING COMMISSION MEETING

The meeting was called to order at 7:00 pm

ROLL CALL

Jim Lamb Eric Mamula Trip Butler
Dan Schroder Kate Christopher Gretchen Dudney
Dave Pringle was absent.
Jennifer McAtamney, Town Council Liaison

APPROVAL OF AGENDA

The December 3, 2013 Planning Commission meeting agenda was approved unanimously (6-0).

APPROVAL OF MINUTES

With no changes, the November 19, 2013, Planning Commission Minutes were approved as presented.

CONSENT CALENDAR:

1. The River Villa (SG) PC#2013101, 13 Riverwood Drive
2. Xcel Breaker House Addition (JP) PC#2013108, 562 Wellington Road
3. Columbia Lode Single Family (MGT) PC#2013110, 42 Luisa Drive
4. Boeke-Gerard Residence (MGT) PC#2013107, 66 Long Ridge Drive

With no requests for call up, the consent calendar was approved as presented.

TOWN COUNCIL REPORT:

Ms. McAtamney:

We ratified a settlement on Tiger Run RV near 4 mile bridge, regarding a lawsuit between a church and RV resort; the County/Town will acquire the church's parcel, and Tiger Run RV will be paying \$50,000 to acquire the property that has their Well House. First reading on 2014 budget, huge crowd attended in support of the childcare scholarship program. The Harris Street project is finishing demolition. They've saved some money in some areas and have been able to cover additional costs of asbestos removal, and the project contingency is well intact. We looked at the ballot for the April vote, and the decision was made to go with mail-in ballot with polling places on day of election. We had a fabulous presentation on the Breck Freeride. I recommend that you go to the website and it will show you real time where the buses are and they have a downloadable app that will tell you when the buses will be at your stop. Review of Block 11 master plan, which was last reviewed in April 2012. Ms. Best did a great review of that plan to remind current Council about the densities, housing types, architectural character, and the parks and green spaces. We looked at referral from the County, Ranch PUD amendment that is off of Baldy and Sally Barber roads, they want more density. It is similar to Western Sky. It is supposed to be cluster development, but doesn't look like it. We will be doing a site visit on January 10, good to be aware of as this will have a big impact. Three openings for Public Arts Commission and we expanded the membership of this group as we had 5 great candidates. The landfill task force met and based on changes from the companies who use the recycled material, single stream is not good for the glass, so we may be required to separate out glass. This will need to be further reviewed and there is a good presentation you could look at in the Town Council packet from last meeting.

(Mr. Butler: Please explain more about the childcare issue.) The reason the Council continued to support these scholarships was because it is a priority of the Council to support young families and the workforce in the community and it is in alignment with the Vision plan and Town policies. Clearly a property tax wasn't viable, but we hope to find a sustainable revenue stream to keep this program intact. Our community is different from other Towns because we are a resort with a very high cost of living which makes it difficult for

young families to stay in the community. This is why the Council still wants to support this issue as well as housing which is related. The Town needs to take steps to promote diversity because we want a community that is diverse, that includes kids who come here for a season, to young families, to the retirees. We need to find ways to make it viable because this is the workforce that drives our economy and creates the sense of community that makes Breckenridge unique. Years ago, there was a shortage of workers in the community and places could not open until later. Early care is the best public investment with the most return on dollars, as opposed to other investments such as NRO. The state has continued to raise the bar for teachers and the cost of care is unaffordable based on local wages. The people who teach preschool now have 4 year degrees and they deserve a livable wage. This funding is coming out of the general fund and without a dedicated revenue stream; there will have to be an annual appropriation.

Also, the Dew Tour is next week. Join the race of the Santa's this Saturday night for all ages, kids can join the reindeer race.

OTHER MATTERS:

1. Valley Brook Cemetery National Designation

Ms. Best presented a memo concerning the nomination of Valley Brook Cemetery to the National Register of Historic Places. A copy of the nomination/report is included in the Commissions packet and includes the background and history of the cemetery, as well as the findings that support the nomination. Staff agrees with the consultants' conclusion that the Cemetery meets the criteria and is eligible for listing on the National Register. The nomination will be presented to the State Review Commission on January 17, 2014 and the Planning Commission is required to comment on the nomination. Staff recommended the Commission support the nomination by directing the Chair to sign the State's Review Report Form which is included in your packet.

Commissioner Questions / Comments:

(Many Commissioners agreed that the information in their packets that was presented by Ms. Best was really interesting.)

Mr. Schroder: Wondering why we still have 2000 available plots. (Ms. Best: A lot of planning as well as restoration has been going on. The Town operates the cemetery and has created a Fund to take care of the expenses. The Listing on the National register is one way to increase marketing, not just for the Cemetery, but for the whole Town.)

Mr. Schroder made a motion to recommend that Jim Lamb, as Chair of the Town of Breckenridge Planning Commission, sign the State Review Form to support the nomination of the Valley Brook Cemetery for listing on the National Register. Mr. Mamula seconded, and the motion was carried unanimously (6-0).

TOWN PROJECT HEARINGS:

1. Wakefield Sawmill Interpretive Site (CK) PC#2013109, Boreas Pass Road

Mr. Kulick presented a public hearing project to develop the Wakefield Sawmill Interpretive Site. The project consists of regrading the gravel driveway, adding 6 parking spaces, creating soft surface pedestrian pathways (Phase I, 2014); restoring the original sawmill, constructing a protective open shelter to cover the restored sawmill, installing interpretive outdoor signs, and creating a foot bridge to the site's existing historic cabin (Phase II, 2014). Once the project is completed, the Wakefield site will be staffed by Heritage Alliance employees during the summer season (mid-June to Labor Day) and accessible to the public year round.

This is a Town Project pursuant to the recently adopted ordinance amending the Town Projects Process (Council Bill No. 1, Series 2013). As a result, the Planning Commission is asked to identify any concerns with this project, and any code issues. In addition, the Commission is asked to make a recommendation to the Town Council. Since this is a Town project, the Planning Commission may recommend approval of the project despite not meeting absolute policy 18A regarding paving parking and driveways.

Staff has identified that the only policy that this application does not comply with is Policy 18A/Parking for unpaved driveway and parking spaces. Staff suggested that the Planning Commission recommend approval of this project to the Town Council with the presented findings. Staff welcomed questions from the Commission.

Mr. Robin Theobald, Breckenridge Heritage Alliance Member, Applicant: Displayed the materials that will be used around the site including the wood siding and rough sawn lumber. The posts will be old telephone poles. There won't be any walls on the building, so you will mostly see old rusting machinery. We have all the equipment from the sawmill and we will have a various saws and planers on display. The roof will essentially be the kind that was over it when it was a fully functional sawmill.

Commissioner Questions / Comments:

Mr. Mamula: Where is the Aspen Alley trail in relation to this project? (Mr. Kulick: Showed the Commissioners on the plans where the trail is, and discussed how the parking proposed for the project is designed strictly for visitors of the sawmill display. The Aspen Alley Trail is best accessed at the Ice Rink and above this site on Boreas Road. We think the typical visitor will be there 15 minutes and it will be signed "No trail head parking".)

Mr. Schroder: Is Mr. Monroe's driveway currently gravel? (Mr. Kulick: Yes it is.)

Ms. Dudney: Question on the aspect of the variance on the gravel driveway. I don't have a problem with the gravel but I don't understand the role of the Planning Commission to recommend the Town Council to ignore a code. Like Pence Miller, we could choose to let the Town Council know that it doesn't meet the development code and then the Town Council can overrule this.

Mr. Mamula: I agree with you. I think it is the Council's decision. (Mr. Grosshuesch: The point analysis should be discussed first. The Town Attorney wants the Planning Commission to make the recommendation on if this project should be approved or not.)

Mr. Lamb: I think it is clear that it fails an absolute policy. (Mr. Kulick: Under the Town Ordinance you are allowed to approve a Town Project despite failing an absolute policy.)

Ms. Dudney: I'm interested in understanding the Town Project Ordinance. (Mr. Grosshuesch: Acknowledge that it fails the absolute policy, but then make the recommendation that the Town Council overrides that policy. In a regular private project you make the decision, but in a Town Project you make a recommendation.)

(Mr. Schroder, Ms. Christopher, Mr. Butler and Ms. Dudney were in support of this project.)

Mr. Mamula: The reason we made it an absolute is because everyone paves their driveways and previously you were awarded a positive point for paving and we wanted to take away that cheap point. This is the history, there is no other reason why this is an absolute. I think that gravel in this case is a better way to go.

Mr. Lamb noted there was no public present and asked Mr. Rick Hague and Ms. Larissa O'Neil from the Breckenridge Heritage Alliance, who were the other audience members, if they had any comments. Both replied no.

Ms. Dudney made a motion to state that this project does not pass the point analysis because it does not comply with Policy 18/A (paved driveway and parking). Ms. Christopher seconded, and the motion was carried unanimously (6-0).

Ms. Dudney made a motion to recommend the Town Council approve the Wakefield Sawmill Interpretive Site, PC#2013109, Boreas Pass Road, despite not passing the point analysis and with the presented findings and conditions. Ms. Christopher seconded, and the motion was carried unanimously (6-0).

FINAL OTHER ITEMS:

Ms. Puester gave the Commission a last reminder about the Savings Places conference in February.

ADJOURNMENT:

The meeting was adjourned at 7:40 p.m.

Jim Lamb, Chair

	Proposed:	0 sq. ft.
Mass:	Allowed - Established Density + 20%	0 sq. ft.
	Proposed:	0 sq. ft.
Height:	Recommended:	25'-0" overall
	Proposed:	20'-5" overall
Lot Coverage:	Building / non-Permeable:	1,352 sq. ft. (0.15% of site)
	Hard Surface / non-Permeable:	6,047 sq. ft. (0.68% of site)
	Open Space / Permeable Area:	879,918 sq. ft. (99.17% of site)
Parking:	Required:	Special Review
	Proposed:	6 Spaces
Snowstack:	Required:	1,512 sq. ft. (25%)
	Proposed:	>1,512 sq. ft. (>25%)
Setbacks:	Front:	165 ft.
	Side:	22 ft.
	Side:	> 700 ft.
	Rear:	15 ft.

Staff Comments

Land Use (Policies 2/A& 2/R): The proposed interpretive exhibits are consistent with the existing character of the area, which is largely public open space and historic remains from previous mining activity. The recently completed annexation (May 2013) of this property contemplated the interpretive exhibits and the existing land use districts were adopted because of their compatibility with the proposed sawmill restoration. This proposal also helps meet some of the Town's goals for historic preservation and maintaining community character and developing heritage tourism. We do not find that this use is in conflict with the existing or desired uses for the land use districts. Staff supports the proposed use.

Site and Environmental Design (7/R): The area where the interpretive exhibits are proposed is mostly open, but there are a few scattered lodgepole pine trees in the area. Wetlands are north of the existing driveway, and both the realigned driveway and the proposed footbridge to the existing cabin are within the 25' wetland setback. Staff has worked with the Town Engineer on this plan, and he has indicated a preliminary approval of a wetlands setback variance for the portions of the project that are within 25' of delineated wetlands. One of the reasons that the Town Engineer may allow this variance or waiver is that the area will not be paved, and it is not anticipated to cause a significant increase in water runoff. However, final approval of any variance or waiver of the Engineering Standards will be contingent upon the wetland delineation and final construction plans. The re-grading of the proposed new driveway will not encroach any further towards the wetlands than the existing driveway.

Some tree removal is proposed with this plan. In the area of the sawmill structure, a few lodgepole pine trees are proposed for removal. Tree removal will be done on a case by case basis, and a majority of the trees on site would remain.

Drainage (27/A & 27/R): The proposed plan creates some new hard surfaces, including the driveway and parking areas. Gravel is proposed for the driveway and parking areas and crusher fine is proposed for the walkways to maintain the site's rustic appearance and increase permeability as compared with conventional paving. Additional runoff from this project is expected to be minimal. The new roof at the sawmill shelter is 1,352 sf. and is not expected to have a significant impact on drainage. No new drainage facilities are proposed with this plan. The Town Engineer has been involved in this project, and will be closely reviewing the final construction plans. As noted above, a variance from the wetland setback will be sought from the Town Engineer.

Architectural Compatibility (5/A & 5/R): The only structure proposed that is subject to this policy is the protective shelter over the restored sawmill. The proposed shelter is a simple structure that complements the site and utilizes appropriate building materials such as timber support columns and a pre-distressed metal roof. Staff has no concerns.

Access / Circulation (16/A & 16/R; 17/A & 17/R): The existing driveway will be re-graded to a consistent 8% grade leading to a flat bench near the intersection with Boreas Pass Road. The proposed driveway width is 16' with 2' compacted shoulders to allow the safe passing of vehicles without the image of a formal roadway. The driveway will be re-surfaced with gravel to maintain a more rustic appearance that is more in character with the site and allowing greater permeability. Emergency vehicle turnarounds will also be constructed with the revised driveway. Soft surface pedestrian pathways are proposed to provide access to the interpretive sites from the parking areas.

Parking (18/A & 18/R): Required parking for historical interpretive sites is determined by special review of the Director of the Community Development Department and the Planning Commission. The adjacent property owner, Mr. Jay Monroe, has stated his desire to minimize parking on the site to limit the intensity of use at any given time. Staff agrees with this approach and recommends constructing six visitor parking spaces. Staff feels this number of spaces will accommodate a reasonable number of visitors without overwhelming the site or detracting from its historical and natural settings.

Policy 18/A also stipulates all off-street parking and driveways must be paved. As mentioned above the proposed surfacing material for the parking and driveway is gravel which is not normally permitted for driveways and parking.

9-1-19-18A: POLICY 18 (ABSOLUTE) PARKING:

Off Street Parking: All developments within the town shall comply with chapter 3, "Off Street Parking Regulations", of this title. (Ord. 19, Series 1988)

9-3-9: DESIGN STANDARDS FOR OFF STREET PARKING FACILITIES:

Each off street parking facility constructed pursuant to the requirements of this chapter shall conform to the following design standards:

L. Paving:

1. Off Street Parking Spaces: All off street parking spaces shall be paved.

2. Driveways: All driveways shall be paved; provided, however, that any unpaved driveway which exists at the time of the adoption of this subsection L shall be paved as a condition of the issuance of a

development permit for future development of the subject property in accordance with the following schedule: a) within the conservation district, whenever a class B minor development permit or higher is issued; and b) outside the conservation district, whenever a class C major development permit or higher is issued. (Ord. 6, Series 2000)

Using gravel for the driveway and parking is desired by the BHA because it will maintain the site's rustic character and increase permeability. Planning staff has spoken with the Town's Engineering and Streets department's staff regarding the potential use of gravel and they were generally comfortable using it in this application because of the site's very specific historic context. Non-paved parking and driveway surfaces would result in failing policy 18/A per code however in accordance with the Town Projects ordinance, projects should adhere to the code insofar as practical. In a recent Town Council work session, the Council stressed the importance of maintaining the site's rustic character through the continued use of gravel on the site's parking and driveway.

Policy 18R also encourages the use of shared driveways to minimize impervious surfaces and curb cuts.

9-1-19-18R: POLICY 18 (RELATIVE) PARKING:

- A. 1 x (+1) (4) Common Driveways: The sharing of common driveways leading from public streets or alleyways to off street parking facilities by more than one use or parcel of land is encouraged, whether the parking facilities be joint or separate.*

This project will share a driveway with the adjacent neighbor, Mr. Monroe. For this reason, staff recommends the allocation of positive one (+1) point under policy 18/R.

Landscaping (22/A & 22/R): No new landscaping is proposed with this project to maintain the historical setting of the site. The site overall is overwhelmingly natural and not providing any new landscaping will not detract from the site. Any disturbed soils associated with the project will be re-seeded with native seed mix. Staff supports the proposed landscaping plan.

Building Height (6/A & 6/R): The height of the building, 20.5', is below the land use district's recommended height of two stories (26'). Additionally Policy 6R discourages having a continuous ridgeline that is greater than 50'. The proposed shelter's ridgeline is 48' which complies with this policy.

Placement of Structures (9/A & 9/R): The placement of the sawmill and associated shelter is dictated by the sawmill's historic location and meets all required and suggested setbacks. Staff has no concerns.

Snow Removal and Storage (13/R): The driveway, parking and areas around the exhibits will not have snow removal supplied by the Town in the winter. However, there is more than adequate snow storage available if it were ever decided to remove snow in the winter or shoulder season. Driveway snow removal is expected to be managed by Mr. Monroe. He has expressed some concerns about the potential for vehicles unaware of the site's snow removal plan may become stuck, enter his property to turn around or block his access. We understand his concerns and suggest installing a seasonal sign at the entrance to the driveway stating the prohibition of vehicular access when snow is present.

Social Community (24/R): Policy 24R encourages historical preservation and per this section of the code:

9-1-19-24R: POLICY 24 (RELATIVE) SOCIAL COMMUNITY:

Additional on site preservation and restoration efforts beyond the requirements of the historic district guidelines for historic structures and sites as defined in chapter 11 of this title are strongly encouraged.

Positive points shall be awarded according to the following point schedule for onsite historic preservation, or restoration efforts, in direct relation to the scope of the project, subject to approval by the planning commission. Positive points may be awarded to both primary structures and secondary structures.

A final point allocation shall be made by the planning commission based on the historic significance of the structure, its visibility and size. The construction of a structure or addition, or the failure to remove noncontributing features of a historic structure may result in the allocation of fewer positive points:

(1) Primary structures:

+6: On site historic preservation/restoration effort of above average public benefit.

Examples: Restoration/preservation efforts for windows, doors, roofs, siding, foundation, architectural details, substantial permanent electrical, plumbing, and/or mechanical system upgrades, plus structural stabilization and installation of a full foundation which fall short of bringing the historic structure or site back to its appearance at a particular moment in time within the town's period of significance by reproducing a pure style.

Specifically, this project includes restoring the original sawmill site, to serve as a public, hands-on historical exhibit to interpret the history of sawmilling and its relationship to our local mining history. Nationwide, very few sawmill exhibits exist to tell the story of the vital (but nearly forgotten) part sawmills played in early frontier history, such as providing lumber for homes, commercial, and mining buildings, lumber for gold mining, sluice boxes, and flumes, and underground support timbers. Due to the project's purpose of restoring the site to near its original context staff suggests awarding the allocation of positive nine (+6) points for this project.

Point Analysis (Section: 9-1-17-3): Staff recommends assigning positive one (+1) point under Policy 18/R-Parking and positive six (+6) points under Policy 24/R-Social Community. We find the application passes with a point analysis of positive seven (+7) points and does not comply with Absolute Policy 18/A-Parking for not paving the proposed parking or driveway. Due to this being a Town Project the Commission may recommend the project despite not meeting Policy 18/A. The project also requires a wetlands setback, for which a variance or waiver is sought from the Town Engineer.

Planning Commission Recommendation

This is a Town Project pursuant to the recently adopted ordinance amending the Town Projects Process (Council Bill No. 1, Series 2013). As a result, the Planning Commission was asked to identify any concerns with this project, and any code issues. In addition, the Commission was asked to make a recommendation to the Town Council. Since this is a Town project the Planning Commission may recommend approval of the project despite not meeting an absolute policy.

The Planning Commission identified the only policy that this application does not comply with is Policy 18A/Parking for unpaved driveway and parking spaces.

The Planning Commission recommended approval of this project with the attached findings.

We welcome questions during the meeting on Tuesday evening.

TOWN OF BRECKENRIDGE

Wakefield Sawmill Interpretive Site
TR 7-77 Sec 05 Qtr 3 Acres 20.3700
AKA TRACTS IN SECS 5 & 6 AND GOVT LOTS 32 & 68
13221Boreas Pass Rd
PERMIT #2013109

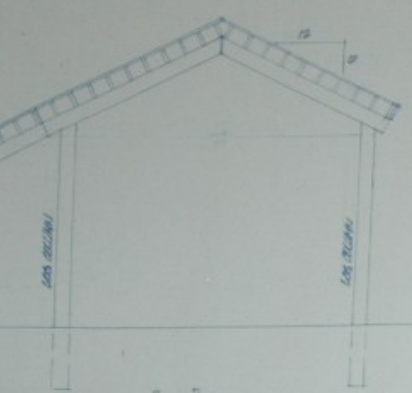
FINDINGS

1. This project is “Town Project” as defined in Section 9-4-1 of the Breckenridge Town Code because it involves the planning and design of a public project.
2. The process for the review and approval of a Town Project as described in Section 9-14-4 of the Breckenridge Town Code was followed in connection with the approval of this Town Project.
3. The Planning Commission reviewed and considered this Town Project on December 3, 2013. In connection with its review of this Town Project, the Planning Commission scheduled and held a public hearing on December 3, 2013, notice of which was published on the Town’s website for at least five (5) days prior to the hearing as required by Section 9-14-4(2) of the Breckenridge Town Code. At the conclusion of its public hearing, the Planning Commission recommended approval of this Town Project to the Town Council.
4. The Town Council’s final decision with respect to this Town Project was made at the regular meeting of the Town Council that was held on December 10, 2013. This Town Project was listed on the Town Council’s agenda for the December 10, 2013 agenda that was posted in advance of the meeting on the Town’s website. Before making its final decision with respect to this Town Project, the Town Council accepted and considered any public comment that was offered.
5. Before approving this Town Project the Town Council received from the Director of the Department of Community Development, and gave due consideration to, a point analysis for the Town Project in the same manner as a point analysis is prepared for a final hearing on a Class A development permit application under the Town’s Development Code (Chapter 1 of Title 9 of the Breckenridge Town Code).
6. The Town Council finds and determines that the Town Project is necessary or advisable for the public good, and that the Town Project shall be undertaken by the Town.

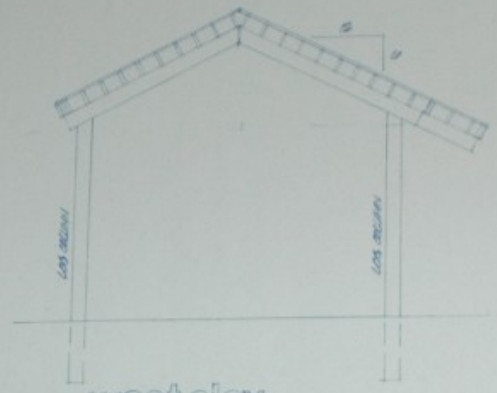
Final Hearing Impact Analysis				
Project:	Wakefield Sawmill Interpretive Site	Positive Points	+7	
PC#	2013109			
Date:	11/25/2013	Negative Points	0	
Staff:	Chris Kulick			
		Total Allocation:	+7	
Items left blank are either not applicable or have no comment				
Sect.	Policy	Range	Points	Comments
1/A	Codes, Correlative Documents & Plat Notes	Complies		
2/A	Land Use Guidelines	Complies		
2/R	Land Use Guidelines - Uses	4x(-3/+2)		
2/R	Land Use Guidelines - Relationship To Other Districts	2x(-2/0)		
2/R	Land Use Guidelines - Nuisances	3x(-2/0)		
3/A	Density/Intensity	Complies		
3/R	Density/ Intensity Guidelines	5x (-2>-20)		
4/R	Mass	5x (-2>-20)		
5/A	Architectural Compatibility / Historic Priority Policies	Complies		
5/R	Architectural Compatibility - Aesthetics	3x(-2/+2)		
5/R	Architectural Compatibility / Conservation District	5x(-5/0)		
5/R	Architectural Compatibility H.D. / Above Ground Density 12 UPA	(-3>-18)		
5/R	Architectural Compatibility H.D. / Above Ground Density 10 UPA	(-3>-6)		
6/A	Building Height	Complies		
6/R	Relative Building Height - General Provisions	1X(-2,+2)		
	For all structures except Single Family and Duplex Units outside the Historic District			
6/R	Building Height Inside H.D. - 23 feet	(-1>-3)		
6/R	Building Height Inside H.D. - 25 feet	(-1>-5)		
6/R	Building Height Outside H.D. / Stories	(-5>-20)		
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)		
	For all Single Family and Duplex Units outside the Conservation District			
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)		
6/R	Minimum pitch of eight in twelve (8:12)	1x(0/+1)		
7/R	Site and Environmental Design - General Provisions	2X(-2/+2)		
7/R	Site and Environmental Design / Site Design and Grading	2X(-2/+2)		
7/R	Site and Environmental Design / Site Buffering	4X(-2/+2)		
7/R	Site and Environmental Design / Retaining Walls	2X(-2/+2)		
7/R	Site and Environmental Design / Driveways and Site Circulation Systems	4X(-2/+2)		
7/R	Site and Environmental Design / Site Privacy	2X(-1/+1)		
7/R	Site and Environmental Design / Wetlands	2X(0/+2)		The Town Engineer has indicated a preliminary approval of a wetlands setback variance for the portions of the project that are within 25' of delineated wetlands.
7/R	Site and Environmental Design / Significant Natural Features	2X(-2/+2)		
8/A	Ridgeline and Hillside Development	Complies		
9/A	Placement of Structures	Complies		
9/R	Placement of Structures - Public Safety	2x(-2/+2)		
9/R	Placement of Structures - Adverse Effects	3x(-2/0)		
9/R	Placement of Structures - Public Snow Storage	4x(-2/0)		
9/R	Placement of Structures - Setbacks	3x(0/-3)		
12/A	Signs	Complies		
13/A	Snow Removal/Storage	Complies		
13/R	Snow Removal/Storage - Snow Storage Area	4x(-2/+2)		
14/A	Storage	Complies		
14/R	Storage	2x(-2/0)		
15/A	Refuse	Complies		
15/R	Refuse - Dumpster enclosure incorporated in principal structure	1x(+1)		
15/R	Refuse - Rehabilitated historic shed as trash enclosure	1x(+2)		
15/R	Refuse - Dumpster sharing with neighboring property (on site)	1x(+2)		

16/A	Internal Circulation	Complies		
16/R	Internal Circulation / Accessibility	3x(-2/+2)		
16/R	Internal Circulation - Drive Through Operations	3x(-2/0)		
17/A	External Circulation	Complies		
18/A	Parking	Does Not Comply		A gravel driveway & parking area is proposed to maintain the site's rustic appearance.
18/R	Parking - General Requirements	1x(-2/+2)		
18/R	Parking-Public View/Usage	2x(-2/+2)		
18/R	Parking - Joint Parking Facilities	1x(+1)		
18/R	Parking - Common Driveways	1x(+1)	+1	The projects shares a driveway with the neighboring property.
18/R	Parking - Downtown Service Area	2x(-2/+2)		
19/A	Loading	Complies		
20/R	Recreation Facilities	3x(-2/+2)		
21/R	Open Space - Private Open Space	3x(-2/+2)		
21/R	Open Space - Public Open Space	3x(0/+2)		
22/A	Landscaping	Complies		
22/R	Landscaping	2x(-1/+3)		
24/A	Social Community	Complies		
24/R	Social Community - Employee Housing	1x(-10/+10)		
24/R	Social Community - Community Need	3x(0/+2)		
24/R	Social Community - Social Services	4x(-2/+2)		
24/R	Social Community - Meeting and Conference Rooms	3x(0/+2)		
24/R	Social Community - Historic Preservation	3x(0/+5)		
24/R	Social Community - Historic Preservation/Restoration - Benefit	+3/6/9/12/15	+6	On site historic preservation/restoration effort of above average public benefit.
25/R	Transit	4x(-2/+2)		
26/A	Infrastructure	Complies		
26/R	Infrastructure - Capital Improvements	4x(-2/+2)		
27/A	Drainage	Complies		
27/R	Drainage - Municipal Drainage System	3x(0/+2)		
28/A	Utilities - Power lines	Complies		
29/A	Construction Activities	Complies		
30/A	Air Quality	Complies		
30/R	Air Quality - wood-burning appliance in restaurant/bar	-2		
30/R	Beyond the provisions of Policy 30/A	2x(0/+2)		
31/A	Water Quality	Complies		
31/R	Water Quality - Water Criteria	3x(0/+2)		
32/A	Water Conservation	Complies		
33/R	Energy Conservation - Renewable Energy Sources	3x(0/+2)		
33/R	Energy Conservation - Energy Conservation	3x(-2/+2)		
	HERS index for Residential Buildings			
33/R	Obtaining a HERS index	+1		
33/R	HERS rating = 61-80	+2		
33/R	HERS rating = 41-60	+3		
33/R	HERS rating = 19-40	+4		
33/R	HERS rating = 1-20	+5		
33/R	HERS rating = 0	+6		
	Commercial Buildings - % energy saved beyond the IECC minimum standards			
33/R	Savings of 10%-19%	+1		
33/R	Savings of 20%-29%	+3		
33/R	Savings of 30%-39%	+4		
33/R	Savings of 40%-49%	+5		
33/R	Savings of 50%-59%	+6		
33/R	Savings of 60%-69%	+7		
33/R	Savings of 70%-79%	+8		
33/R	Savings of 80% +	+9		
33/R	Heated driveway, sidewalk, plaza, etc.	1X(-3/0)		
33/R	Outdoor commercial or common space residential gas fireplace (per fireplace)	1X(-1/0)		
33/R	Large Outdoor Water Feature	1X(-1/0)		
	Other Design Feature	1X(-2/+2)		
34/A	Hazardous Conditions	Complies		
34/R	Hazardous Conditions - Floodway Improvements	3x(0/+2)		
35/A	Subdivision	Complies		
36/A	Temporary Structures	Complies		

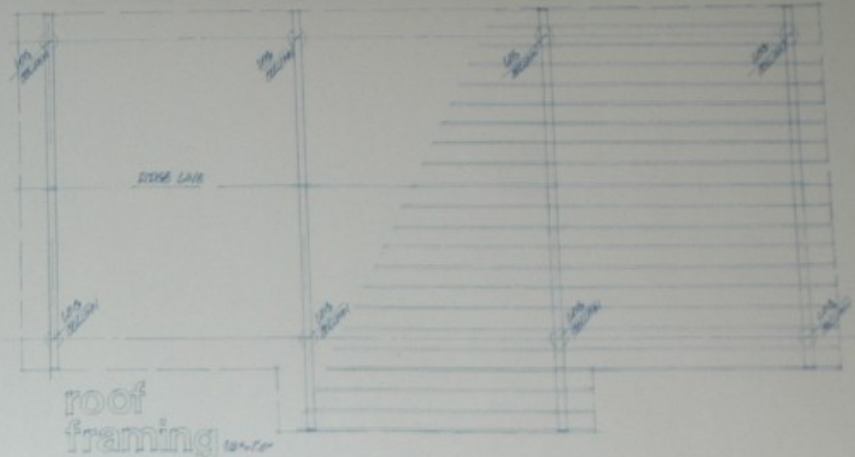
37/A	Special Areas	Complies		
37/R	Community Entrance	4x(-2/0)		
37/R	Individual Sites	3x(-2/+2)		
37/R	Blue River	2x(0/+2)		
37R	Cucumber Gulch/Setbacks	2x(0/+2)		
37R	Cucumber Gulch/Impervious Surfaces	1x(0/-2)		
38/A	Home Occupation	Complies		
39/A	Master Plan	Complies		
40/A	Chalet House	Complies		
41/A	Satellite Earth Station Antennas	Complies		
42/A	Exterior Loudspeakers	Complies		
43/A	Public Art	Complies		
43/R	Public Art	1x(0/+1)		
44/A	Radio Broadcasts	Complies		
45/A	Special Commercial Events	Complies		
46/A	Exterior Lighting	Complies		
47/A	Fences, Gates And Gateway Entrance Monuments	Complies		
48/A	Voluntary Defensible Space	Complies		
49/A	Vendor Carts	Complies		



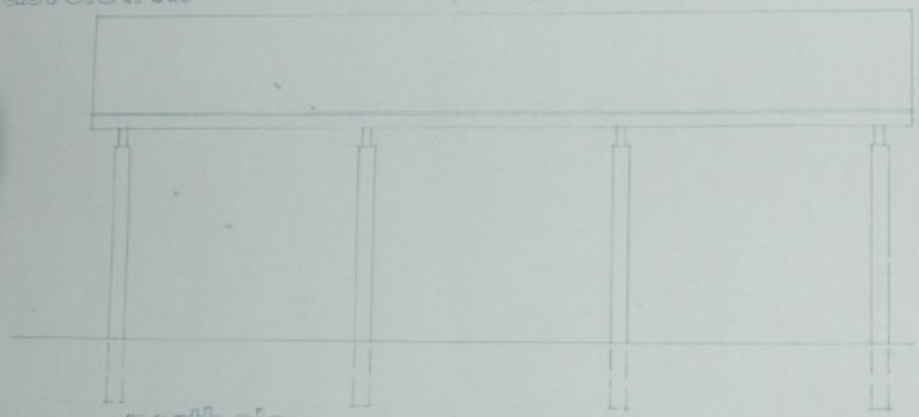
east elev. 12/12



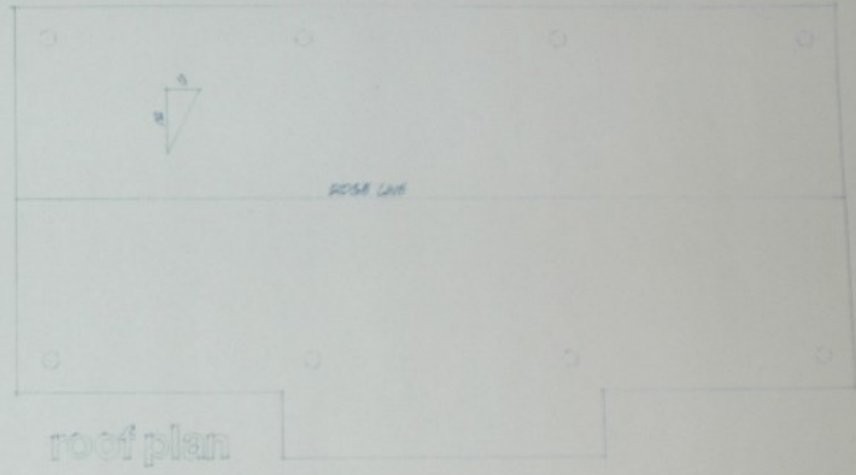
west elev. 12/12



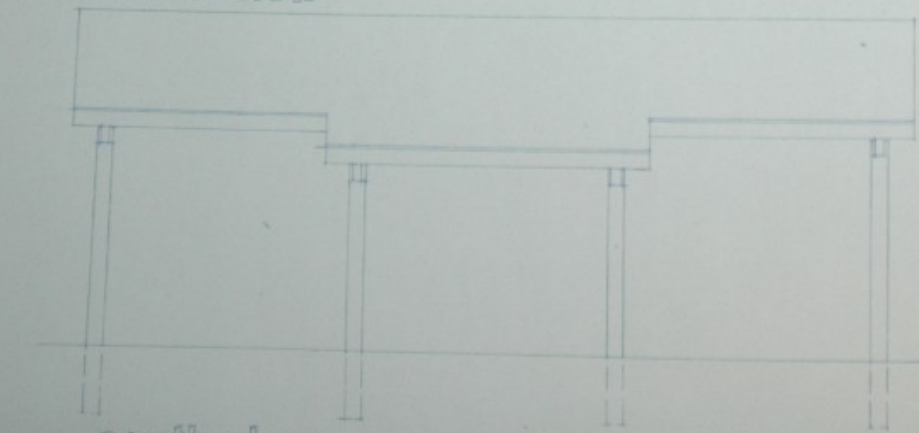
roof framing 12/12



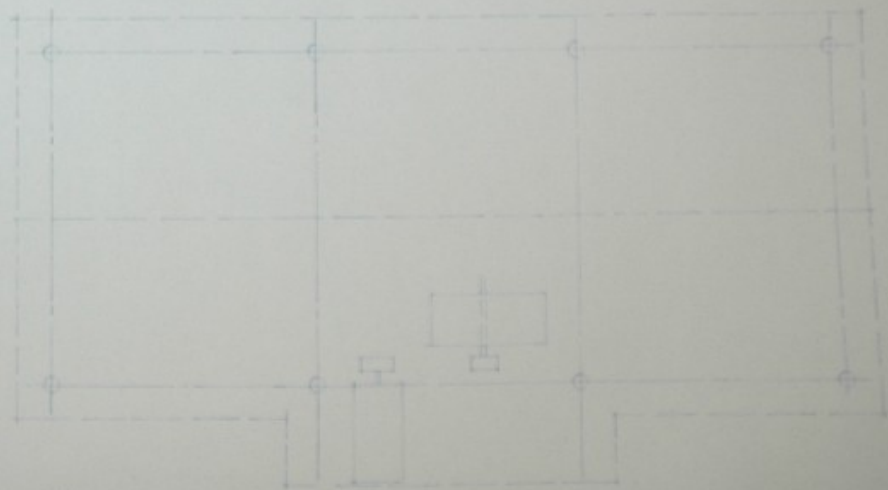
north elev.



roof plan



south elev.



floor plan

hodges/marvin
architects, inc.
 box 1227, elgin, colorado, 80120
 970-469-0871

WALKERFIELD SAWMILL



Scheduled Meetings, Important Dates and Events

Shading indicates Council attendance – others are optional

The Council has been invited to the following meetings and events. A quorum may be in attendance at any or all of them. All Council Meetings are held in the Council Chambers, 150 Ski Hill Road, Breckenridge, unless otherwise noted.

DECEMBER 2013

Saturday, December 7, 2013	Lighting of Breckenridge
Tuesday, December 10, 2013; 3:00/7:30 pm	First Meeting of the Month
Thursday, December 13 – Sunday, December 16, 2013	Winter Dew Tour
Friday, December 13, 2013; 8:00-9:00 am; Park and Main	Coffee Talk
CANCELED	Second Meeting of the Month

JANUARY 2014

Sunday, January 5 – Saturday, January 11, 2013	Ullr Fest Celebration
Tuesday, January 14, 2013; 3:00/7:30 pm	First Meeting of the Month
Friday, January 10, 2013; 8:00-9:00 am; TBD	Coffee Talk
Tuesday, January 21 – Saturday, January 25, 2013	Budweiser International Snow Sculpture Championships
Tuesday, January 28, 2013; 3:00/7:30 pm	Second Meeting of the Month

FEBRUARY 2014

Tuesday, February 11, 2013; 3:00/7:30 pm	First Meeting of the Month
Friday, February 14, 2013; 8:00-9:00 am; TBD	Coffee Talk
Tuesday, February 25, 2013; 3:00/7:30 pm	Second Meeting of the Month

OTHER MEETINGS

1 st & 3 rd Tuesday of the Month; 7:00 p.m.	Planning Commission; Council Chambers
1 st Wednesday of the Month; 4:00 p.m.	Public Art Commission; 3 rd floor Conf Room
2 nd & 4 th Tuesday of the Month; 1:30 p.m.	Board of County Commissioners; County
2 nd Thursday of every other month (Dec, Feb, Apr, June, Aug, Oct) 12:00 noon	Breckenridge Heritage Alliance
2 nd & 4 th Tuesday of the month; 2:00 p.m.	Housing/Childcare Committee
2 nd Thursday of the Month; 5:30 p.m.	Sanitation District
3 rd Monday of the Month; 5:30 p.m.	BOSAC; 3 rd floor Conf Room
3 rd Tuesday of the Month; 9:00 a.m.	Liquor Licensing Authority; Council Chambers
4 th Wednesday of the Month; 9:00 a.m.	Summit Combined Housing Authority
4 th Wednesday of the Month; 8:30 a.m.	Breckenridge Resort Chamber; BRC Offices
4 th Thursday of the Month; 7:00 a.m.	Red White and Blue; Main Fire Station
3 rd Monday of the Month; 1:00 p.m.	Breckenridge Marketing Advisory Committee; Breck PD Training Room

Other Meetings: CAST, CML, NWCCOG, RRR, QQ, I-70 Coalition